

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|---------------------------------------|
| Covenant Care California, LLC | | 01/04/2011 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| Select Therapy, Inc. | | 01/04/2011 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Crystal Financial LLC |
| Street Address: | Two International Place |
| Internal Address: | 17th Floor |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | LIMITED LIABILITY COMPANY: MASSACHUSETTS |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 2147326 | |
| Registration Number: | 2376501 | COMMUNITY RESIDENT EMPLOYEE FAMILY |
| Registration Number: | 3883943 | |
| Registration Number: | 2015886 | WE ARE FAMILY, SERVING FAMILIES |

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-9600
 Email: jmgomez@proskauer.com
 Correspondent Name: Proskauer Rose LLP
 Address Line 1: One International Place
 Address Line 4: Boston, MASSACHUSETTS 02110

900180585

**TRADEMARK
 REEL: 004447 FRAME: 0788**

CH \$115.00 2147326

| | |
|---|--------------------|
| ATTORNEY DOCKET NUMBER: | 21798/012 |
| NAME OF SUBMITTER: | Patrick J. Myers |
| Signature: | /Patrick J. Myers/ |
| Date: | 01/06/2011 |
| Total Attachments: 6 source=Trademark Security Agreement -- Executed Copy#page1.tif source=Trademark Security Agreement -- Executed Copy#page2.tif source=Trademark Security Agreement -- Executed Copy#page3.tif source=Trademark Security Agreement -- Executed Copy#page4.tif source=Trademark Security Agreement -- Executed Copy#page5.tif source=Trademark Security Agreement -- Executed Copy#page6.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Crystal Financial LLC ("Crystal"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, dated as of January 4, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and Crystal, as Agent, the Lenders have severally agreed to make a term loan to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 4, 2011 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Term Loan Agreement and to induce the Lenders to make the term loan to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or if not defined therein, in the Term Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

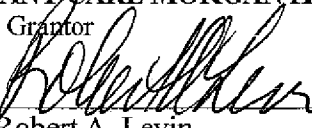
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COVENANT CARE MISSION, INC.
COVENANT CARE LONG BEACH, INC.
COVENANT CARE ORANGE, INC.
COVENANT CARE VEGAS, INC.
COVENANT CARE MIDWEST, INC.
COVENANT CARE INDIANA, INC.
COVENANT CARE OHIO, INC.
SELECT THERAPY, INC.,
each as a Grantor

By: 
Name: Robert A. Levin
Title: President and CEO

COVENANT CARE, LLC
COVENANT CARE CALIFORNIA, LLC
COVENANT CARE CAPITOLA, LLC
COVENANT CARE ENCINITAS, LLC
COVENANT CARE LA JOLLA, LLC
COVENANT CARE CLINTON HOUSE, LLC
COVENANT CARE WALDRON HOME, LLC
COVENANT CARE MCCORMICK, LLC
COVENANT CARE CARSON, LLC
COVENANT CARE LODI, LLC
COVENANT CARE ENNOBLE, LLC
COVENANT CARE FRANKFORT, LLC
WALDRON HOLDINGS, LLC
COVENANT CARE SPENCER, LLC
COVENANT CARE CARSON HOLDING, LLC
COVENANT CARE COURTYARD, LLC
COVENANT CARE DUBUQUE, LLC
COVENANT CARE MORGAN HILL, LLC,
each as a Grantor

By: 
Name: Robert A. Levin
Title: President and CEO

[Trademark Security Agreement]

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

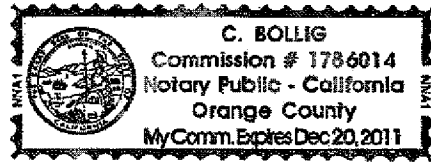
State of California)
)
County of Orange)

On 12/31/10 St before me, C. Bollig, Notary Public, personally appeared Robert A. Levin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *C. Bollig* (Seal)




[Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL LLC
as Agent

By:


Name: Michael Pizette
Title: Senior Managing Director

[Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Owner</u> | <u>Trademark</u> | <u>Jurisdiction of Registration</u> | <u>Registration or Application Number</u> | <u>Registration Date</u> | <u>Status</u> | <u>Licenses or Rights Granted</u> |
|--|---|---|---|------------------------------|---------------|---|
| Covenant Care California, LLC | Heart and Figure Design | USPTO | App. No. 75201839 Reg. No. 2147326 | March 31, 1998 | LIVE | N/A |
| Covenant Care California, LLC | COMMUNITY RESIDENT EMPLOYEE FAMILY (Stylized or with Design) | USPTO | App. No. 75456985 Reg. No. 2376501 | August 15, 2000 | LIVE | N/A |
| Select Therapy, Inc | Miscellaneous Design | USPTO | App No. 77805784 Reg. No. 3883943 | November 30, 2010 | LIVE | N/A |
| Covenant Care California, LLC | WE ARE FAMILY, SERVING FAMILIES | USPTO | App. No 75047590 Reg. No 2015886 | November 12, 1996 | LIVE | N/A |