

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Release - 10/20/2008, 3873/0590	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		02/09/2011	National Association: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CareMeridian, LLC		
<b>Street Address:</b>	313 Congress Street, 5th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2260732	CAREMERIDIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)516-6304		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Sakina Karkat		
<b>Signature:</b>	/Sakina Karkat/		
<b>Date:</b>	02/11/2011		

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**Total Attachments: 5**

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RELEASE OF SECURITY INTERESTS IN TRADEMARK RIGHTS

RELEASE OF SECURITY INTERESTS IN TRADEMARK RIGHTS  
(this "Release") dated as of February 9, 2011, from JPMORGAN CHASE BANK, N.A., as Administrative Agent for several banks and other financial institutions or entities (the "Lenders"), to CareMeridian, LLC, a Delaware limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 29, 2006 (as amended, supplemented or modified, the "Credit Agreement"), among NMH Holdings, LLC ("Holdings"), National Mentor Holdings, Inc. (the "Borrower"), the Lenders and the Administrative Agent, the Lenders agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Security Agreement dated as of June 29, 2006 (as amended, supplemented or modified, the "Security Agreement"), in favor of the Administrative Agent, for the benefit of the Lenders;

WHEREAS, pursuant to the Security Agreement, the Obligor and the Administrative Agent entered into a Trademark Security Agreement dated as of October 7, 2008 (the "Trademark Agreement"), pursuant to which the Obligor assigned and pledged to the Administrative Agent a continuing interest in the Trademark Collateral (as hereinafter defined), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on October 20, 2008 at Reel/Frame 3873/0590; and

WHEREAS, pursuant to the Payoff Letter dated as of February 9, 2011, among the Borrower, Holdings and the Administrative Agent, the Administrative Agent agreed to have released and discharged all security interests and other liens it may have under the Security Agreement and the Trademark Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule 1 hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and the Trademark Agreement.

2. Release of Security Interest. The Administrative Agent hereby releases, relinquishes and discharges any and all security interests it has against the Trademark Collateral and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Administrative Agent hereby agrees to execute and deliver to the Obligor, at such Obligor's expense, all documents that such Obligor shall reasonably request to evidence such release of the Administrative Agent's security interest in the Trademark Collateral. The foregoing shall be without recourse to or warranty by the Administrative Agent.

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IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the date first above written.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by



Name:

Title:

Dawn Lee Lum  
Executive Director

CAREMERIDIAN, LLC,

by

\_\_\_\_\_  
Name:

Title:

*[SIGNATURE PAGE TO CAREMERIDIAN TRADEMARK RELEASE]*

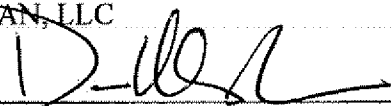
TRADEMARK  
REEL: 004475 FRAME: 0292

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the date first above written.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,  
by

\_\_\_\_\_  
Name:  
Title:

CAREMERIDIAN, LLC

  
\_\_\_\_\_  
Name: Denis M. Holler  
Title: Executive Vice President, and  
Treasurer

*[SIGNATURE PAGE TO CAREMERIDIAN TRADEMARK RELEASE]*

**TRADEMARK**  
**REEL: 004475 FRAME: 0293**

Schedule 1

<u>Trademark</u>	<u>Registration or Serial Number</u>
CAREMERIDIAN	2,260,732