

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release - 05/03/2007, 3534/0316	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		02/09/2011	National Association: NEW YORK
RECEIVING PARTY DATA			
Name:	National Mentor Holdings, LLC fka National Mentor, Inc.		
Street Address:	313 Congress Street, 5th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2446728	THE MENTOR NETWORK	
Registration Number:	1376444	MENTOR	
Registration Number:	2331885		
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sakina Karkat		
Signature:	/Sakina Karkat/		

OP \$90.00 2446728

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TRADEMARK
 REEL: 004475 FRAME: 0318

Date:

02/11/2011

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 National Mentor, Inc., a Delaware 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 made a Grant of Security Interest in Trademark Rights (the "Trademark Agreement") in favor of the Administrative Agent, pursuant to which the Obligor pledged and granted to the Administrative Agent a continuing interest in all Intellectual Property, including the Trademark Collateral (as hereinafter defined), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on May 3, 2007 at Reel/Frame 3534/0316; 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: Dawn Lee Lum
Title: Executive Director

NATIONAL MENTOR, INC.,
by

Name:
Title:

[SIGNATURE PAGE TO NATIONAL MENTOR INC. TRADEMARK RELEASE]


TRADEMARK
REEL: 004475 FRAME: 0322

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:

..... NATIONAL MENTOR HOLDINGS, LLC,
..... f/k/a National Mentor, Inc.



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

[SIGNATURE PAGE TO NATIONAL MENTOR INC. TRADEMARK RELEASE]

TRADEMARK
REEL: 004475 FRAME: 0323

Schedule 1

<u>Trademark</u>	<u>Registration or Serial Number</u>
THE MENTOR NETWORK	2,446,728
MENTOR	1,376,444
LOGO	2,331,885