

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HELP AT HOME, INC.		03/31/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77944106	HELP AT HOME INC.	
Serial Number:	77944104	HELP AT HOME INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1941.133		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 77944106

Date:

04/01/2011

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of March 31, 2011 (this "**Amendment**"), to that certain Trademark Security Agreement dated as of June 30, 2009 (as amended, amended and restated or otherwise modified from time to time, the "**Trademark Security Agreement**") made by HELP AT HOME, INC., an Illinois corporation ("**Borrower**") in favor of BANK OF AMERICA, N.A., as agent ("**Agent**") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, Borrower, Help at Home of Michigan, Inc., Statewide Healthcare Services, Inc., Agent and the lenders party thereto (the "**Lenders**") are parties to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**"); and

WHEREAS, Borrower and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended and restated in its entirety as set forth on Schedule A hereto.

2. Ratification. Except as expressly modified hereby, the Trademark Security Agreement is hereby ratified and confirmed by the parties hereto and remains in full force and effect in accordance with the terms thereof.

3. Miscellaneous.


(a) Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(b) Governing Law; Severability. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any jurisdiction

(c) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

HELP AT HOME, INC.

By 
Title C.O.O./Sec

Agreed and Accepted as of
the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By _____
Title _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

HELP AT HOME, INC.

By _____
Title _____

Agreed and Accepted as of
the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By *Susan M. Davis*
Title *Vice President*

SCHEDULE A

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	INTENT TO USE	OWNER INFORMATION
Help at Home Inc.	77944106	Pending - Application filed 02/24/10	NA	NA	05/10/01	No	Help at Home, Inc.
Help at Home Inc.	77944104	Pending - Application filed 02/24/10	NA	NA	1982	No	Help at Home, Inc.