

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
ViaQuest, Inc.		10/13/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	88 East Broad Street		
Internal Address:	Second Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76354778	VIAQUEST	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
Phone:	614-227-2000		
Email:	ipdocket@porterwright.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Robert J. Morgan		
Address Line 1:	41 South High Street		
Address Line 2:	29th Floor		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	4006015-187837		
NAME OF SUBMITTER:	Robert J. Morgan		
Signature:	/Robert J. Morgan/		

CH \$40.00 76354778

900204873

TRADEMARK
 REEL: 004643 FRAME: 0329

Date:

10/18/2011

Total Attachments: 9

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2011 (the "Effective Date"), by VIAQUEST, INC., an Ohio corporation ("*Borrower*"), and each and of the other entities listed on the signature pages hereof as grantors (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of KeyBank National Association ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time, the "*Loan Agreement*") between Borrower and Lender, Lender has agreed to make extensions of credit to, among others, Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement and Assignment of even date herewith in favor of Lender (the "*Security Agreement*") and the Loan 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 Lender to enter into the Amendment and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender 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 Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

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

[SIGNATURE PAGES FOLLOW]

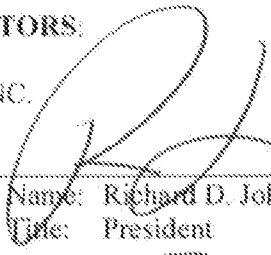
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS:

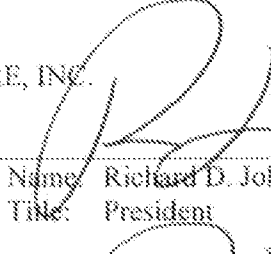
525 Metro Place North
Dublin, Ohio 43017

VIAQUEST, INC.

By: 
Name: Richard D. Johnson
Title: President

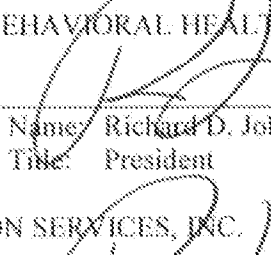
Same as above.

SUPPORTCARE, INC.

By: 
Name: Richard D. Johnson
Title: President

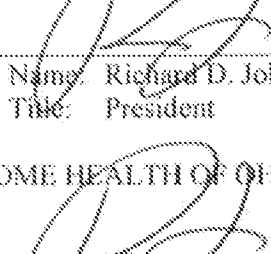
Same as above.

VIAQUEST BEHAVIORAL HEALTH OF OHIO LLC.

By: 
Name: Richard D. Johnson
Title: President

Same as above.

HABILITATION SERVICES, INC.

By: 
Name: Richard D. Johnson
Title: President

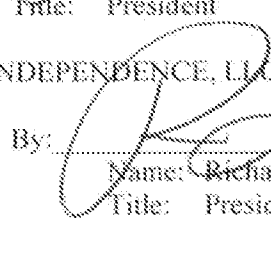
Same as above.

VIAQUEST HOME HEALTH OF OHIO, LLC

By: 
Name: Richard D. Johnson
Title: Sole Member


Same as above.

VIAQUEST HEALTHCARE CENTRAL, LLC

By: 
Name: Richard D. Johnson
Title: President


Same as above.

QUEST FOR INDEPENDENCE, LLC

By: 
Name: Richard D. Johnson
Title: President


Same as above.

VIAQUEST HOSPICE, LLC

By: 
Name: Richard D. Johnson
Title: President

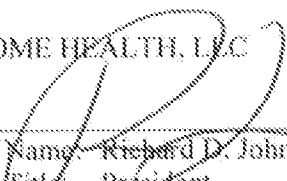
Same as above.

QUALITY HOME HEALTH SERVICES, INC.


By: 
Name: Richard D. Johnson
Title: President

Same as above.

VIAQUEST HOME HEALTH, LLC

By: 
Name: Richard D. Johnson
Title: President

ACCEPTED AND AGREED
as of the date first above written:
KEYBANK NATIONAL ASSOCIATION

By: 
Name: Robert D. Campbell
Title: SVP

ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIAQUEST, INC., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 29, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SUPPORTCARE, INC, an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 29, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIAQUEST BEHAVIORAL HEALTH OF OHIO LLC., an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 29, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HABILITATION SERVICES, INC., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 28, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIAQUEST HOME HEALTH OF OHIO, LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 28, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIAQUEST HEALTHCARE CENTRAL, LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 28, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QUEST FOR INDEPENDENCE, LLC., an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 29, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIAQUEST HOSPICE, LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 29, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QUALITY HOME HEALTH SERVICES, INC., a Pennsylvania corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 29, 2015

Barry R. Kiser
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 13 day of October, 2011 before me personally appeared Richard D. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIAQUEST HOME HEALTH, LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Barry R. Kiser
Notary Public



BARRY R. KISER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 28, 2015

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

**Owner: ViaQuest, Inc. – Owner of Trademark "VIAQUEST"; Serial Number 76354778: Filing
Date January 3, 2002, Registration Number 2755242; Registration Date August 26, 2003**