

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rest Assured, LLC		04/05/2012	LIMITED LIABILITY COMPANY: KENTUCKY
Pharmacy Alternatives, LLC		04/05/2012	LIMITED LIABILITY COMPANY: KENTUCKY
Rehab Without Walls, Inc.		04/05/2012	CORPORATION: DELAWARE
Res-Care, Inc.		04/05/2012	CORPORATION: KENTUCKY
VOCA Corp.		04/05/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N Tryon Street, 5th Fl.
Internal Address:	Mail Code NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3905086	REST ASSURED ONETOUCH
Registration Number:	3838972	ONETOUCH
Registration Number:	2700640	PEOPLESERVE
Registration Number:	2658290	RESCARE
Registration Number:	3161395	REST ASSURED
Registration Number:	3341770	PHARMACY ALTERNATIVES EXCEPTIONAL SERVICE- EXCEPTIONAL PEOPLE
Registration Number:	1722858	REHAB WITHOUT WALLS

CORRESPONDENCE DATA

900220254

TRADEMARK
 REEL: 004756 FRAME: 0942

OP \$190.00 3905086

Fax Number: (212)656-1342

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Maureen P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Maureen P. Murphy
Signature:	/daniel cote thomsonreuters/
Date:	04/12/2012

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Rest Assured, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other Kentucky LLC

Citizenship (see guidelines) USA - Kentucky

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Bank of America, N.A., as Administrative Agent

Internal

Address: Mail Code NC1-001-05-45

Street Address: 101 N Tryon Street, 5th Fl.

City: Charlotte

State: NC

Country: USA Zip: 28255

- Association Citizenship USA - Federal
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 5, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

3905086 and additional numbers on attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

4/5/2012

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademark Recordation Form Cover Sheet

Additional Conveying Parties

	<u>Name</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
1.	Pharmacy Alternatives, LLC	Kentucky	LLC	USA - Kentucky
2.	Rehab Without Walls, Inc.	Delaware	Corporation	USA - Delaware
3.	Res-Care, Inc.	Kentucky	Corporation	USA - Kentucky
4.	VOCA Corp.	Ohio	Corporation	USA - Ohio

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 5, 2012, is entered into by each of the undersigned (each, a "Grantor") in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Lenders (the "Administrative Agent").

WHEREAS, pursuant to the Credit Agreement, dated April 5, 2012, among RES-CARE, INC., a Kentucky corporation (the "Borrower"), ONEX RESCARE HOLDINGS CORP., a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto, BANK OF AMERICA, N.A., as Administrative Agent, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC and RBC CAPITAL MARKETS, as Joint Lead Arrangers and Joint Bookrunners, JPMORGAN CHASE BANK, N.A. and ROYAL BANK OF CANADA, as Syndication Agents, and RBS CITIZENS, N.A. and U.S. BANK NATIONAL ASSOCIATION, as Documentation Agents (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have executed and delivered that certain Pledge and Security Agreement, dated April 5, 2012, in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademarks identified on Schedule A hereto (the "Trademark Collateral")

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

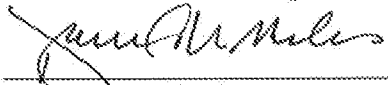
SECTION 2. Grant of Security Interest. Subject to the terms of the Credit Agreement and the Security Agreement, each Grantor grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

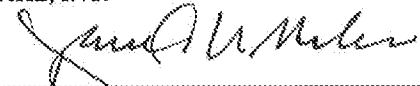
SECTION 4. Governing Law. this agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ONEX RESCARE HOLDINGS CORP.

By: 
Name: David W. Miles
Title: Chief Financial Officer, Vice President and Treasurer

RES-CARE, INC.

By: 
Name: David W. Miles
Title: Chief Financial Officer and Treasurer

Other Grantors:

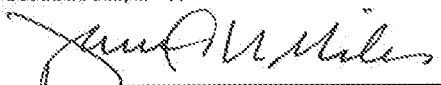
ACCENT HEALTH CARE, INC.
ALL WAYS CARING SERVICES, INC.
ALTERNATIVE CHOICES, INC.
ALTERNATIVE YOUTH SERVICES, INC.
ARBOR E&T, LLC
B.W.J. OPPORTUNITY CENTERS, INC.
BOLIVAR DEVELOPMENTAL TRAINING CENTER, INC.
BRALEY & THOMPSON, INC.
CAPITAL TX INVESTMENTS, INC.
CAREERS IN PROGRESS, INC.
CATX PROPERTIES, INC.
CNC / ACCESS, INC.
COMMUNITY ADVANTAGE, INC.
COMMUNITY ALTERNATIVES HOME CARE, INC.
COMMUNITY ALTERNATIVES ILLINOIS, INC.
COMMUNITY ALTERNATIVES INDIANA, INC.
COMMUNITY ALTERNATIVES KENTUCKY, INC.
COMMUNITY ALTERNATIVES MISSOURI, INC.
COMMUNITY ALTERNATIVES MOBILE NURSING, INC.
COMMUNITY ALTERNATIVES NEBRASKA, INC.
COMMUNITY ALTERNATIVES NEW MEXICO, INC.
COMMUNITY ALTERNATIVES OF WASHINGTON, D.C., INC.
COMMUNITY ALTERNATIVES PHARMACY, INC.
COMMUNITY ALTERNATIVES TEXAS PARTNER, INC.
COMMUNITY ALTERNATIVES VIRGINIA, INC.
CREATIVE NETWORKS, L.L.C.
EDUCARE COMMUNITY LIVING - NORMAL LIFE, INC.
EDUCARE COMMUNITY LIVING - TEXAS LIVING CENTERS, INC.
EDUCARE COMMUNITY LIVING CORPORATION - GULF COAST
EDUCARE COMMUNITY LIVING CORPORATION - MISSOURI
EDUCARE COMMUNITY LIVING CORPORATION - NEVADA
EDUCARE COMMUNITY LIVING CORPORATION - NEW MEXICO
EDUCARE COMMUNITY LIVING CORPORATION - NORTH CAROLINA
EDUCARE COMMUNITY LIVING CORPORATION - TEXAS
EDUCARE COMMUNITY LIVING CORPORATION - AMERICA
EMPLOY-ABILITY UNLIMITED, INC.
GENERAL HEALTH CORPORATION
HABILITATION OPPORTUNITIES OF OHIO, INC.
J. & J. CARE CENTERS, INC.
JOB READY, INC.
NORMAL LIFE, INC.
NORMAL LIFE FAMILY SERVICES, INC.
NORMAL LIFE OF CALIFORNIA, INC.
NORMAL LIFE OF CENTRAL INDIANA, INC.
NORMAL LIFE OF GEORGIA, INC.
NORMAL LIFE OF LAFAYETTE, INC.
NORMAL LIFE OF LAKE CHARLES, INC.
NORMAL LIFE OF LOUISIANA, INC.
NORMAL LIFE OF SOUTHERN INDIANA, INC.
P.S.I. HOLDINGS, INC.
PEOPLESERVE, INC.
PHARMACY ALTERNATIVES, LLC
RAISE GEAUGA, INC.
REHAB WITHOUT WALLS, INC.

Signature Page to Trademark Security Agreement

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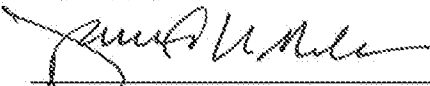
RES-CARE ALABAMA, INC.
RES-CARE ARKANSAS, INC.
RES-CARE CALIFORNIA, INC.
RES-CARE FLORIDA, INC.
RES-CARE IDAHO, INC.
RES-CARE ILLINOIS, INC.
RES-CARE IOWA, INC.
RES-CARE KANSAS, INC.
RES-CARE MICHIGAN, INC.
RES-CARE NEW JERSEY, INC.
RES-CARE OHIO, INC.
RES-CARE OKLAHOMA, INC.
RES-CARE PREMIER, INC.
RES-CARE TRAINING TECHNOLOGIES, INC.
RES-CARE WASHINGTON, INC.
RES-CARE WISCONSIN, INC.
RESCARE PENNSYLVANIA HEALTH MANAGEMENT SERVICES, INC.
RESCARE PENNSYLVANIA HOME HEALTH ASSOCIATES, INC.
ROCKCREEK, INC.
RSCR CALIFORNIA, INC.
RSCR INLAND, INC.
RSCR WEST VIRGINIA, INC.
SOUTHERN HOME CARE SERVICES, INC.
TANGRAM REHABILITATION NETWORK, INC.
TEXAS HOME MANAGEMENT, INC.
THE CITADEL GROUP, INC.
VOCA CORP.
VOCA CORPORATION OF AMERICA
VOCA CORPORATION OF WEST VIRGINIA, INC.
VOCA CORPORATION OF FLORIDA
VOCA CORPORATION OF INDIANA
VOCA CORPORATION OF MARYLAND
VOCA CORPORATION OF NEW JERSEY
VOCA CORPORATION OF NORTH CAROLINA
VOCA CORPORATION OF OHIO
VOCA OF INDIANA, LLC
VOCA RESIDENTIAL SERVICES, INC.
YOUTHTRACK, INC.

By:


Name: David W. Miles
Title: Treasurer

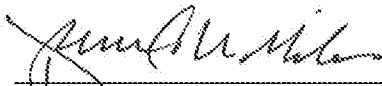
EDUCARE COMMUNITY LIVING LIMITED PARTNERSHIP

By: Community Alternatives Texas Partner, Inc.,
its General Partner

By: 
Name: David W. Miles
Title: Treasurer

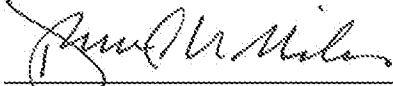
NORMAL LIFE OF INDIANA

By: Normal Life of Central Indiana, Inc.,
one of its General Partners

By: 
Name: David W. Miles
Title: Treasurer

and

By: Normal Life of Southern Indiana, Inc.,
the other General Partner

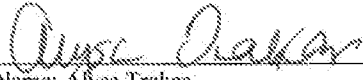
By: 
Name: David W. Miles
Title: Treasurer

**ARBOR PEO, INC.
FRANKLIN CAREER COLLEGE INCORPORATED
RES-CARE EUROPE, INC.
RESCARE DTS INTERNATIONAL, LLC
RESCARE FINANCE, INC.
RESCARE INTERNATIONAL, INC.
REST ASSURED, LLC
THE ACADEMY FOR INDIVIDUAL EXCELLENCE, INC.**

By: 
Name: David W. Miles
Title: Treasurer

Accepted and agreed to as of the date first set forth above.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Alysa Trakas
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Tradename	Owner	Registration	Date	Type
REST ASSURED ONETOUCH	Rest Assured, LLC ¹	3905086	2011-01-11	Text
ONETOUCH	Rest Assured, LLC ¹	3838972	2010-08-24	Text
PeopleServe	VOCA Corporation	2700640	2003-03-25	Text
ResCare	Res-Care, Inc.	2658290	2001-04-17	Text
Rest Assured	Rest Assured, LLC ¹	3161395	2006/10/24	Text
Pharmacy Alternatives Exceptional Service-Exceptional People	Pharmacy Alternatives, LLC	3341770	11/20/2007	Design Plus Words, Letter, And/Or Numbers
REHAB WITHOUT WALLS	Rehab Without Walls, Inc.	1722858	10/06/1992	Text

¹ WC Technologies, LLC, one of the members of Rest Assured, LLC, a Grantor ("Rest Assured"), and its affiliates, have retained a non-exclusive, royalty-free, perpetual license to use, sublicense, create derivative works, develop, modify, enhance and otherwise distribute the intellectual property of Rest Assured, as provided in Section 11.1 of that certain Operating Agreement applicable to Rest Assured dated as of April 3, 2006.