

## 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                         |
| SH Franchising, LLC  |                                       | 10/09/2012  | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA   |                                       |   |                                     |
| Name:  | Madison Capital Funding LLC, as Agent |   |                                     |
| Street Address:  | 30 South Wacker Drive, Suite 3700     |   |                                     |
| City:  | Chicago                               |   |                                     |
| State/Country:   | ILLINOIS                              |   |                                     |
| Postal Code:   | 60606                                 |   |                                     |
| Entity Type:   | LIMITED LIABILITY COMPANY: DELAWARE   |   |                                     |
| PROPERTY NUMBERS Total: 9  |                                       |   |                                     |
| Property Type  | Number                                | Word Mark   |                                     |
| Registration Number:   | 4105011                               | SENIOR GEMS   |                                     |
| Registration Number:   | 4035118                               | SENIOR HELPERS CARE AND COMFORT AT A MOMENT'S NOTICE. |                                     |
| Registration Number:   | 4054177                               | CARE AND COMFORT AT A MOMENT'S NOTICE.                |                                     |
| Registration Number:   | 4202983                               | SENIOR HELPERS PEACE OF MIND SERVICE                  |                                     |
| Registration Number:   | 3996782                               | STAY AT HOME SCORE                                    |                                     |
| Registration Number:   | 3913479                               | WELLNESS WATCH  |                                     |
| Registration Number:   | 3889071                               | SENIOR HELPERS NAVIGATOR                              |                                     |
| Registration Number:   | 3527060                               | SENIOR HELPERS  |                                     |
| Registration Number:   | 3072314                               | SENIOR HELPERS  |                                     |
| CORRESPONDENCE DATA  |                                       |   |                                     |
| Fax Number:  | 3125774688                            |   |                                     |
| Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. |                                       |   |                                     |

CH \$240.00 4105011

Phone: (312)577-8416  
Email: carole.dobbins@kattenlaw.com  
Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

10/10/2012

Total Attachments: 5

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 9th day of October, 2012, by SH FRANCHISING, LLC, a Delaware limited liability company ("**Grantor**"), in favor of MADISON CAPITAL FUNDING, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**");

### **WITNESSETH**

WHEREAS, Grantor, together with each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a "**Borrower**" and collectively as the "**Borrowers**", Grantor, as Borrower Representative, the financial institutions party thereto from time to time, as Lenders, and Grantee have entered into that certain Credit Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SH FRANCHISING, LLC

By: Peter J. Ross  
Name: Peter J. Ross  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING, LLC,**  
as Agent

By: 

Name: Faraaz Kamran

Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004878 FRAME: 0601**

**Schedule A**

**Trademark Registrations**

| <b>Trademark</b>   | <b>Registration Number</b> | <b>Registration Date</b> | <b>Jurisdiction</b> |
|--|----------------------------|--------------------------|---------------------|
| SENIOR GEMS  | 4105011                    | 2/28/12                  | U.S. Federal        |
| SENIOR HELPERS CARE AND COMFORT AT A MOMENT'S NOTICE. & Design | 4035118                    | 10/4/11                  | U.S. Federal        |
| CARE AND COMFORT AT A MOMENT'S NOTICE.                         | 4054177                    | 11/8/11                  | U.S. Federal        |
| SENIOR HELPERS PEACE OF MIND SERVICE                           | 4202983                    | 9/4/12                   | U.S. Federal        |
| STAY AT HOME SCORE   | 3996782                    | 7/19/11                  | U.S. Federal        |
| WELLNESS WATCH   | 3913479                    | 2/1/11                   | U.S. Federal        |
| SENIOR HELPERS NAVIGATOR                                       | 3889071                    | 12/14/10                 | U.S. Federal        |
| SENIOR HELPERS   | 3527060                    | 11/4/08                  | U.S. Federal        |
| SENIOR HELPERS & Design  | 3072314                    | 3/21/06                  | U.S. Federal        |

**Trademark Applications**

None.