

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Persante Sleep Care, LLC		04/03/2013	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3411298	REST RESOURCES FOR EXPERT SLEEP TRAINING	
Registration Number:	3411297	REST RESOURCES FOR EXPERT SLEEP TRAINING	
Registration Number:	3172865	MY SLEEPTECH	
Registration Number:	1975427	SLEEPTECH	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		

OP \$115.00 3411298

Signature:	/Linda A. Salera/
Date:	04/05/2013
Total Attachments: 5 source=Persante - Trademark Security Agreement (PSC LLC)#page1.tif source=Persante - Trademark Security Agreement (PSC LLC)#page2.tif source=Persante - Trademark Security Agreement (PSC LLC)#page3.tif source=Persante - Trademark Security Agreement (PSC LLC)#page4.tif source=Persante - Trademark Security Agreement (PSC LLC)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 3, 2013, is made by PERSANTE SLEEP CARE, LLC, a New Jersey limited liability company ("Grantor"), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Persante Balance Care, LLC, a Delaware limited liability company ("PBC"), Persante Continuing Care, Inc., a New Jersey corporation ("PCC"), Persante Sleep Care, Inc., a Delaware corporation ("PSC Inc.") and Persante Sleep Care, LLC, a New Jersey limited liability company ("PSC LLC" and together with PBC, PCC and PSC Inc., collectively, the "Borrowers"), and Persante Health Care, Inc., a Delaware corporation ("Holdings"), Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Secured Parties have severally agreed to extend credit to the Borrowers under the Credit Agreement;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

PERSANTE SLEEP CARE, LLC, as Grantor

By: 

Name: Michael D. Kaswan

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement (Persante Sleep Care, LLC)

TRADEMARK
REEL: 004999 FRAME: 0407

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Timothy G. Clifford

Title: President and Chief Executive Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
(Persante Sleep Care, LLC)

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
Persante Sleep Care, LLC	Rest Resources For Expert Sleep Training	3411298	April 15, 2008
Persante Sleep Care, LLC	Rest Resources For Expert Sleep Training	3411297	April 15, 2008
Persante Sleep Care, LLC	My Sleeptech	3172865	November 21, 2006
Persante Sleep Care, LLC	Sleeptech	1975427	May 21, 1996

TRADEMARK APPLICATIONS

None.