

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
Linden Care, LLC		07/02/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Merion Investment Partners II, L.P.		
Street Address:	555 E. Lancaster Avenue		
Internal Address:	Suite 500		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4297518	LINDEN CARE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215.569.5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	120852-01016		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$40.00 4297518

Signature:	/Timothy D. Pecsenty/
Date:	07/02/2013
Total Attachments: 6 source=Merion_Linden - Trademark Security Agreement (Executed)#page1.tif source=Merion_Linden - Trademark Security Agreement (Executed)#page2.tif source=Merion_Linden - Trademark Security Agreement (Executed)#page3.tif source=Merion_Linden - Trademark Security Agreement (Executed)#page4.tif source=Merion_Linden - Trademark Security Agreement (Executed)#page5.tif source=Merion_Linden - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of July 2, 2013, by and between **LINDEN CARE, LLC**, a New York limited liability company (“**Grantor**”), in favor of **MERION INVESTMENT PARTNERS II, L.P.** (“**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Term Loan and Security Agreement dated as of the date hereof, by and among Grantor, Linden Care Holdings, Inc., a Delaware corporation, Linden Care, Inc., a Delaware corporation (collectively, “**Borrowers**”) and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), the Lender has agreed to make Loans to the Grantor and the other Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor granted to Lender, a continuing security interest in, lien on, and right of set off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 Loan Agreement. The term “Trademarks” shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on **Schedule A** attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Lender a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) each Trademark listed on Schedule A attached 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 Trademark; and

(b) all products and 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 Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreement. 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 Loan Agreement. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, the Lender may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

7. GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ALL MATTERS ARISING HEREFROM OR THEREFROM OR RELATING HERETO OR THERETO (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

8. SEVERABILITY. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not alter or impair the remaining provisions of this Agreement.

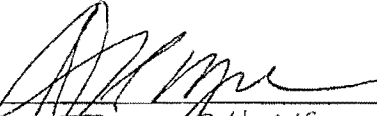
9. JURY TRIAL. EACH BORROWER AND LENDER HEREBY WAIVE ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST LENDER WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO.

10. JURISDICTION. EACH BORROWER IRREVOCABLY CONSENTS TO THE **JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK** IN ANY AND ALL ACTIONS AND PROCEEDINGS ARISING HEREUNDER AND IRREVOCABLY AGREES TO SERVICE OF PROCESS AS SET FORTH IN SECTION 9.7 OF THE LOAN AGREEMENT, TO THE NOTICE ADDRESS FOR BORROWERS, AS APPLICABLE, SET FORTH THEREIN (AS SUCH ADDRESS IS CHANGED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS AND PROVISIONS THEREOF).

[SIGNATURES ON FOLLOWING PAGES]

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

LINDEN CARE, LLC

By: 
Name: JOSEPH P. WAYNE
Title: EXECUTIVE VP

[Signature Page to Trademark Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

MERION INVESTMENT PARTNERS II, L.P.,

By: Merion Financial Partners II, L.P., its General Partner

By: Merion Fund Management II LLC, its General Partner

By: William M. Means

Name: William M. Means

Title: Managing Partner

[Signature Page to Trademark Agreement]

SCHEDULE A

Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER
Linden Care	4,297,518	3/5/13	Linden Care, LLC

Registered Domain Name: www.lindencare.com

Trade Names:

Linden Pro Care

Linden Camp Care