

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
National Mentor Holdings, Inc.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
Entity Type:	Public Limited Company: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1376444	MENTOR
Registration Number:	2446728	THE MENTOR NETWORK
Registration Number:	4033090	THE MENTOR NETWORK
Serial Number:	86102049	FAMILY VISTAS
Serial Number:	86040294	THE MENTOR NETWORK

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 310 8000
 Email: suzin.metz@weil.com, tom.hashagen@weil.com
 Correspondent Name: Tom Hashagen
 Address Line 1: Weil, Gotshal & Manges LLP
 Address Line 2: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Tom Hashagen
Signature:	/Tom Hashagen/
Date:	02/07/2014
Total Attachments: 5 source=Trademark - National Mentor Holdings#page1.tif source=Trademark - National Mentor Holdings#page2.tif source=Trademark - National Mentor Holdings#page3.tif source=Trademark - National Mentor Holdings#page4.tif source=Updated Schedule for NMH#page1.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 31, 2014 is made by National Mentor Holdings, Inc. (the “Obligor”), in favor of Barclays Bank PLC, located at 745 7th Avenue, New York, NY 10119, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of January 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NMH Holdings, LLC, National Mentor Holdings, Inc. (the “Borrower”), the Lenders, the Agent and the other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower has executed and delivered a Guarantee and Security Agreement, dated as of January 31, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Security Agreement”);

WHEREAS, pursuant to the Guarantee and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in Intellectual Property owned by the Obligor, including the Trademarks owned by the Obligor; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor’s right, title and interest in, to and under the Trademarks owned by the Obligor (including, without limitation, those items listed on Schedule A hereto) (collectively, the

“Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

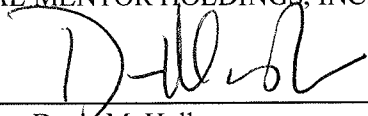
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Security Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Security Agreement, the terms of the Guarantee and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including by .pdf) shall be effective as delivery of a manually executed counterpart hereof.

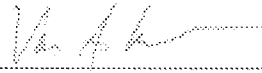
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONAL MENTOR HOLDINGS, INC.

By: 
Name: Denis M. Holler
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED

BARCLAYS BANK PLC as
Administrative Agent

By: 
Name: _____
Title: _____
Vanessa A. Kurbatskiy
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Ser. No./ Filing Date	Reg. No. /Date	Owner
MENTOR	73541641 6/6/1985	1376444 12/17/1985	National Mentor Holdings, Inc.
THE MENTOR NETWORK	75478446 5/4/1998	2446728 4/24/2001	National Mentor Holdings, Inc.
THE MENTOR NETWORK	77779875 7/13/2009	4033090 10/4/2011	National Mentor Holdings, Inc.
The Mentor Network (Design)	86040294 8/16/2013		National Mentor Holdings, Inc.
Family Vistas	86102049 10/25/2013		National Mentor Holdings, Inc.

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RECORDED: 02/07/2014

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