

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AmerCare, LLC		04/17/2014	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as administrative agent		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2736153	AMERCARE	
<b>Registration Number:</b>	2708961	A	
<b>Registration Number:</b>	1935244	AMERCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129537201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212.415.9200		
<b>Email:</b>	ny.trademark@dorsey.com		
<b>Correspondent Name:</b>	Susan Progoff		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	51 West 52nd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6119		
<b>ATTORNEY DOCKET NUMBER:</b>	059235-10467		
<b>NAME OF SUBMITTER:</b>	Susan Progoff		
<b>SIGNATURE:</b>	/Susan Progoff/		
<b>DATE SIGNED:</b>	04/23/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK

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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of April 17, 2014 by and from AMERCARE, LLC, a South Carolina limited liability company (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Grantor and AmerCare Parent, LLC, a Delaware limited liability company (the “Parent”, and together with the Grantor, each, a “Borrower,” and collectively, the “Borrowers”), the Lenders, and the Secured Party are parties to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

AMERCARE, LLC



By:   
Name: Brendon Biddle  
Title: Secretary

Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005266 FRAME: 0536**

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No.	Reg. Date	Country
	2,736,153	July 15, 2003	United States
	2,708,961	April 22, 2003	United States
AMERCARE	1,935,244	November 14, 1995	United States

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