

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Res-Care, Inc., as Grantor		04/25/2014	CORPORATION: KENTUCKY
Pharmacy Alternatives, LLC, a Kentucky limited liability company, as Grantor		04/25/2014	LIMITED LIABILITY COMPANY: KENTUCKY
Rehab Without Walls, Inc., a Delaware corporation, as Grantor		04/25/2014	CORPORATION: DELAWARE
Rest Assured, LLC, a Kentucky limited liability company, as Grantor		04/25/2014	LIMITED LIABILITY COMPANY: KENTUCKY
Voca Corp., an Ohio corporation, as Grantor		04/25/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N Tryon Street, 5th Floor Mail Code: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3905086	REST ASSURED ONETOUCH
Registration Number:	3838972	ONETOUCH
Registration Number:	2700640	PEOPLESERVE
Registration Number:	2658290	RESCARE
Registration Number:	3161395	REST ASSURED
Registration Number:	3341770	PHARMACY ALTERNATIVES EXCEPTIONAL SERVIC
Registration Number:	1722858	REHAB WITHOUT WALLS

CORRESPONDENCE DATA

Fax Number:

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

TRADEMARK

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Ken Tan, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Marina Kelly Thomson Reuters/

DATE SIGNED: 04/28/2014

Total Attachments: 6

source=14 - ResCare - Trademark Security Agreement (EXECUTED VERSION)#page1.tif

source=14 - ResCare - Trademark Security Agreement (EXECUTED VERSION)#page2.tif

source=14 - ResCare - Trademark Security Agreement (EXECUTED VERSION)#page3.tif

source=14 - ResCare - Trademark Security Agreement (EXECUTED VERSION)#page4.tif

source=14 - ResCare - Trademark Security Agreement (EXECUTED VERSION)#page5.tif

source=14 - ResCare - Trademark Security Agreement (EXECUTED VERSION)#page6.tif

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Pharmacy Alternatives, LLC, a Kentucky limited liability company, as Grantor
Citizenship – USA - KY
9901 Linn Station Road
Louisville, KY 40223

Rehab Without Walls, Inc., a Delaware corporation, as Grantor
Citizenship – USA - DE
9901 Linn Station Road
Louisville, KY 40223

Rest Assured, LLC, a Kentucky limited liability company, as Grantor
Citizenship – USA - KY
9901 Linn Station Road
Louisville, KY 40223

Voca Corp., an Ohio corporation, as Grantor
Citizenship – USA - OH
9901 Linn Station Road
Louisville, KY 40223

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 25, 2014, is entered into by each of the undersigned (each, a "Grantor") in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent").

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated April 25, 2014, among RES-CARE, INC., a Kentucky corporation (the "Borrower"), ONEX RESCARE HOLDINGS CORP., a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto, BANK OF AMERICA, N.A., as Administrative Agent, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC and RBC CAPITAL MARKETS, as Joint Lead Arrangers and Joint Bookrunners, JPMORGAN CHASE BANK, N.A. and ROYAL BANK OF CANADA, as Syndication Agents, and RBS CITIZENS, N.A. REGIONS BANK N.A. and U.S. BANK NATIONAL ASSOCIATION, as Documentation Agents (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have executed and delivered that certain Pledge and Security Agreement, dated April 5, 2012, in favor of the Administrative Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to the Trademarks identified on Schedule A hereto (the "Trademark Collateral")

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

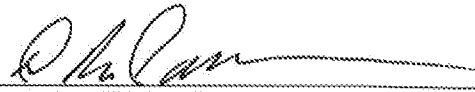
SECTION 2. Grant of Security Interest. Subject to the terms of the Credit Agreement and the Security Agreement, each Grantor grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

RES-CARE, INC., as a Grantor

By: 
Name: Donald Ross Davison
Title: Executive Vice President, Chief
Financial Officer and Treasurer

Other Grantors:

PHARMACY ALTERNATIVES, LLC
REHAB WITHOUT WALLS, INC.
REST ASSURED, LLC
VOCA CORP.

By: 
Name: Donald Ross Davison
Title: Treasurer

Accepted and agreed to as of the day and year first above written.

BANK OF AMERICA, N.A.,
as the Agent

By: 
Name: Alysa Trakas
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Tradename	Owner	Registration	Date	Type
REST ASSURED ONETOUCH	Rest Assured, LLC	3905086	2011-01-11	Text
ONETOUCH	Rest Assured, LLC	3838972	2010-08-24	Text
PeopleServe	VOCA Corporation	2700640	2003-03-25	Text
ResCare	Res-Care, Inc.	2658290	2001-04-17	Text
Rest Assured	Rest Assured, LLC	3161395	2006/10/24	Text
Pharmacy Alternatives Exceptional Service- Exceptional People	Pharmacy Alternatives, LLC	3341770	11/20/2007	Design Plus Words, Letter, And/Or Numbers
REHAB WITHOUT WALLS	Rehab Without Walls, Inc.	1722858	10/06/1992	Text