

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314584

<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>
ADDUS HEALTHCARE, INC.		08/11/2014	CORPORATION: ILLINOIS
CURA PARTNERS, LLC		08/11/2014	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK, as Agent		
<b>Street Address:</b>	222 S. RIVERSIDE PLAZA, 30TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4178089		
<b>Registration Number:</b>	4365667	DUAL ADVANTAGE	
<b>Serial Number:</b>	85332795	PRE-ACUTE SOLUTION TO THE POST-ACUTE PRO	
<b>Registration Number:</b>	3391392	AID & ASSIST AT HOME WHERE THE HEART IS	
<b>Registration Number:</b>	4497533	AID & ASSIST AT HOME WHERE THE HEART IS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	31417000019 - SCHOENDORFF		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	08/19/2014		

CH \$140.00 4178089

**Total Attachments: 7**

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## GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS (this "*Agreement*"), dated as of August 11, 2014 is made by ADDUS HEALTHCARE, INC., an Illinois corporation, and CURA PARTNERS, LLC, a Tennessee limited liability company, each located at 2300 Warrenville Road, Suite 100, Downers Grove, Illinois 60515 (individually and collectively, the "*Grantor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Amended and Restated Security Agreement dated as of the date hereof among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks and Copyrights listed on Schedule A hereto (the "*Additional Intellectual Property*"); and

WHEREAS, the Grantor 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 extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks, Copyrights and Licenses (including, without limitation, the Additional Intellectual Property) (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 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

*(Signature Page Follows)*

***(Signature Page to Grant of Security Interest In Trademark and Copyright Rights)***

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.

**GRANTOR:**

**ADDUS HEALTHCARE, INC.**, an Illinois corporation

By:   
Mark Heaney  
President

***(Signature Page to Grant of Security Interest In Trademark and Copyright Rights)***

**GRANTOR:**

**CURA PARTNERS, LLC**, a Tennessee  
limited liability company

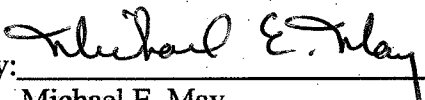
By: \_\_\_\_\_

  
**Mark Heaney**  
**President**

***(Signature Page to Grant of Security Interest In Trademark and Copyright Rights)***

**AGENT:**

**FIFTH THIRD BANK,**  
an Ohio banking corporation, as Agent

By:   
\_\_\_\_\_  
Michael E. May  
Vice President

**SCHEDULE A**

**(To Grant of Security Interest in Trademark and Copyright Rights)**

U.S. Trademark and Copyright Registrations and Applications  
and U.S. Exclusive Trademark and Copyright Licenses

<b>Credit Party</b>	<b>Patents / Registration or Application Numbers</b>	<b>Trademarks / Registration or Application Numbers</b>	<b>Copyrights / Registration or Application Numbers</b>
Addus HealthCare, Inc.			Registration Number / Date: TXu000933693 / 1999- 09-10 Title: Addus System Description: Computer program + user's manual
Addus HealthCare, Inc.		Trademark Name: Logo Mark Registration Number: 4178089 Registration Date: July 24, 2012	
Addus HealthCare, Inc.		Trademark Name: Dual Advantage Registration Number: 4365667 Registration Date: July 9, 2013	
Addus HealthCare, Inc.		Trademark Name: Pre- Acute Solution To The Post-Acute Problem Application Number: 85332795 Application Date: May 27, 2011	
Cura Partners, LLC		AID & ASSIST AT HOME WHERE THE HEART IS Registration Number: 3391392 Registration Date: March 4, 2008	



Cura Partners, LLC		AID & ASSIST AT HOME WHERE THE HEART IS Registration Number: 4497533 Registration Date: March 18, 2014	
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