

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332401

<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>
LOVING CARE AGENCY, INC.		02/17/2015	CORPORATION: NEW JERSEY
ANDVENTURE, INC.		02/17/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT FINANCE LLC, as Administrative Agent		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2998617	LINKS2CARE	
<b>Registration Number:</b>	4193335	LINKS2CARE	
<b>Registration Number:</b>	3378608	LOVING CARE	
<b>Registration Number:</b>	3317512	LOVING CARE AGENCY	
<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>	37832000083 - M. SULLIVAN		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	02/17/2015		

CH \$115.00 2998617

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 17, 2015 is made by each of the undersigned, each located at 611 Route 46 West, Suite 200, Hasbrouck Heights, NJ 07604 (individually and collectively, the "Grantor"; and together with any Person (as defined in the Credit Agreement referenced below) from time to time joined as a loan party to the Credit Agreement, individually, a "Loan Party" and collectively, the "Loan Parties"), in favor of CIT FINANCE LLC, a Delaware limited liability company, as administrative agent (the "Administrative Agent"), in connection with that certain Amended and Restated Credit and Guaranty Agreement dated as of February 17, 2015 among the Grantor, Administrative Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of the date hereof by Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, modified and supplemented from time to time, the "Security Agreement"), the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); 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 Administrative 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 to the Administrative Agent for the benefit of the Administrative 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. The security interest granted hereby has been granted to Administrative Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and 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 (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

**(Signature Pages Follow)**

*(Signature Page to Grant of Security Interest In Trademark 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:**

**LOVING CARE AGENCY, INC.**, a New Jersey corporation

By: David Hagey  
David Hagey  
Chief Financial Officer and Treasurer

**ANDVENTURE, INC.**, a Pennsylvania corporation

By: David Hagey  
David Hagey  
Chief Financial Officer and Treasurer

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

**ADMINISTRATIVE AGENT:**

**CIT FINANCE LLC**, a Delaware limited liability company

By:   
Myles Kassin  
Managing Director

CHICAGO#2661368

TRADEMARK  
REEL: 005461 FRAME: 0396

**SCHEDULE A**

U.S. Trademark Registrations and Applications

<b>Grantor</b>	<b>Trademark Name</b>	<b>Registration No./ Serial No.</b>
Loving Care Agency, Inc. and AndVenture, Inc.	Links2Care	2998617
AndVenture, Inc.	Links2Care	4193335
Loving Care Agency, Inc.	Loving Care	3378608
Loving Care Agency, Inc.	Loving Care Agency	3317512