

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All Metro Health Care Services, Inc.		04/22/2015	CORPORATION: DELAWARE
All Metro Home Care Services, Inc.		04/22/2015	CORPORATION: DELAWARE
All Metro Home Care Services of New York, Inc.		04/22/2015	CORPORATION: NEW YORK
All Metro Home Care Services of New Jersey, Inc.		04/22/2015	CORPORATION: DELAWARE
All Metro Home Care Services of Florida, Inc.		04/22/2015	CORPORATION: DELAWARE
Caregivers on Call, Inc.		04/22/2015	CORPORATION: DELAWARE
All Metro Management and Payroll Services Corporation		04/22/2015	CORPORATION: DELAWARE
All Metro Field Service Workers Payroll Services Corporation		04/22/2015	CORPORATION: DELAWARE
All Metro Aids Inc.		04/22/2015	CORPORATION: NEW YORK
All Metro Payroll Services Corporation		04/22/2015	CORPORATION: NEW YORK
CGA Holdco, Inc.		04/22/2015	CORPORATION: DELAWARE
Caregivers America, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Caregivers America Medical Staffing, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Caregivers America Home Health Services, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Caregivers America Registry, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
CGA Staffing Services, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Caregivers America Medical Supply, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Caregivers Alliance, LLC		04/22/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
All Metro CGA Payroll Services Corporation		04/22/2015	CORPORATION: DELAWARE

OP \$115.00 4327701

RECEIVING PARTY DATA

Name:	Healthcare Finance Group, LLC
Street Address:	777 West Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4327701	CAREGIVERS AMERICA
Registration Number:	3266919	CARE GIVERS AMERICA
Registration Number:	2870739	CAREGIVERS AMERICA
Registration Number:	3688967	CAREGIVERS AMERICA

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	126332-01032
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	04/23/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 22nd day of April, 2015, by (1) ALL METRO HEALTH CARE SERVICES, INC., a Delaware corporation, (2) ALL METRO HOME CARE SERVICES, INC., a Delaware corporation, (3) ALL METRO HOME CARE SERVICES OF NEW YORK, INC., a New York corporation, (4) ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC., a Delaware corporation, (5) ALL METRO HOME CARE SERVICES OF FLORIDA, INC., a Delaware corporation, (6) CAREGIVERS ON CALL, INC., a Delaware corporation, (7) ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION, a Delaware corporation, (8) ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION, a Delaware corporation, (9) ALL METRO AIDS INC., a New York corporation, (10) ALL METRO PAYROLL SERVICES CORPORATION, a New York corporation, (11) CGA HOLDCO, INC., a Delaware corporation, (12) CAREGIVERS AMERICA, LLC, a Pennsylvania limited liability company, (13) CAREGIVERS AMERICA MEDICAL STAFFING, LLC, a Pennsylvania limited liability company, (14) CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC, a Pennsylvania limited liability company, (15) CAREGIVERS AMERICA REGISTRY, LLC, a Pennsylvania limited liability company, (16) CGA STAFFING SERVICES, LLC, a Pennsylvania limited liability company, (17) CAREGIVERS AMERICA MEDICAL SUPPLY, LLC, a Pennsylvania limited liability company, (18) CAREGIVERS ALLIANCE, LLC, a Pennsylvania limited liability company, and (19) ALL METRO CGA PAYROLL SERVICES CORPORATION, a Delaware corporation (the foregoing Persons identified in (1) through and including (19), collectively, the “Grantors” and each a “Grantor”), in favor of HEALTHCARE FINANCE GROUP, LLC, in its capacity as agent for the Lenders defined below (in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Amended and Restated Revolving and Term Loan and Security Agreement dated as of September 11, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), the Agent, Jefferies Finance LLC, as a Co-Documentation Agent, and Opus Bank, a California commercial bank, as a Co-Documentation Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment of the Lender Debt, each Grantor hereby grants to Agent for its benefit and the benefit

of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, and licenses for any of the foregoing ("Copyright Licenses"), including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, any Trademark, any Copyright licensed under any Copyright License, any Patent licensed under any Patent License, or any Trademark licensed under any Trademark License.

3. SECURITY FOR LENDER DEBT. This Agreement and the security interest created hereby secure the payment of all Lender Debt, whether now existing or arising hereafter.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered United States IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ALL METRO HEALTH CARE SERVICES, INC.
ALL METRO HOME CARE SERVICES, INC.
ALL METRO HOME CARE SERVICES OF NEW YORK, INC.
ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC.
ALL METRO HOME CARE SERVICES OF FLORIDA, INC.
CAREGIVERS ON CALL, INC.
ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION
ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION
ALL METRO AIDS INC.
ALL METRO PAYROLL SERVICES CORPORATION
CGA HOLDCO, INC.
CAREGIVERS AMERICA, LLC
CAREGIVERS AMERICA MEDICAL STAFFING, LLC
CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC
CAREGIVERS AMERICA REGISTRY, LLC
CGA STAFFING SERVICES, LLC
CAREGIVERS AMERICA MEDICAL SUPPLY, LLC
CAREGIVERS ALLIANCE, LLC
ALL METRO CGA PAYROLL SERVICES CORPORATION

By: David P. Middleton
Name: David Middleton
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (All Metro)]

TRADEMARK
REEL: 005502 FRAME: 0794

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT



I. Copyrights and Copyright Applications

None

II. Patents and Patent Applications

None

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	CareGivers America, LLC		4327701
2.	CareGivers America, LLC		3266919
3.	CareGivers America, LLC	Caregivers America	2870739
4.	CareGivers America, LLC	Caregivers America	3688967