

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCENTCARE, INC.		09/03/2015	CORPORATION: DELAWARE
GUARDIAN HOME CARE HOLDINGS, INC.		09/03/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86303884	A ALLIANCE FOR HEALTH, INC. PRECIOUS CAR
Serial Number:	86975925	A ALLIANCE FOR HEALTH, INC. PRECIOUS CAR
Registration Number:	2681585	ACCENTCARE
Registration Number:	2448260	ACCENTCARE
Registration Number:	4370043	ACCENTCARE YOUR EXTENDED FAMILY
Registration Number:	4752379	ALERT YOUR NURSE
Registration Number:	4434819	AT HOME COMPANIONS
Registration Number:	2696151	
Registration Number:	4644567	
Registration Number:	4249967	RIGHTPATH
Serial Number:	86354961	TEXAS HOME HEALTH HOME CARE · HOSPICE ·
Registration Number:	3779130	SAFELIFE AT HOME

CORRESPONDENCE DATA

Fax Number: 4045725135

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.

CH \$315.00 86303884

Phone: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1: 1180 Peachtree Street, N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09642.015012

NAME OF SUBMITTER: Karen Osborne

SIGNATURE: //Karen Osborne//

DATE SIGNED: 09/03/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 3, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

- (a) all of its U.S. Trademarks (excluding “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed, but only until such statement or amendment is filed), including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCENTCARE, INC., as Grantor

By: 

Name: Stephan Rodgers

Title: President

GUARDIAN HOME CARE HOLDINGS, INC., as Grantor


By: 

Name: Stephan Rodgers

Title: President




ACCEPTED AND AGREED
as of the date first above written:



GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Karen Dahlquist
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

	Owner	Mark/Name	Status: Application No./ Registration No.	Application Date/ Registration Date	Jurisdiction
1.	AccentCare, Inc.	A ALLIANCE FOR HEALTH, INC. PRECIOUS CARE FOR LIFE and Design 	Application pending 86/303,884 (Class 44)	June 9, 2014	USA
2.	AccentCare, Inc.	A ALLIANCE FOR HEALTH, INC. PRECIOUS CARE FOR LIFE and Design 	Application pending 86/975,925 (Class 45)	June 9, 2014	USA
3.	AccentCare, Inc.	ACCENTCARE	Registered 2681585	January 28, 2003	USA
4.	AccentCare, Inc.	ACCENTCARE	Registered 2448260	May 1, 2001	USA
5.	AccentCare, Inc.	ACCENTCARE YOUR EXTENDED FAMILY 	Registered 4370043	July 16, 2013	USA
6.	AccentCare, Inc.	ALERT YOUR NURSE	Registered 4752379	June 9, 2015	USA
7.	AccentCare, Inc.	AT HOME COMPANIONS	Registered 4434819	November 19, 2013	USA

	Owner	Mark/Name	Status: Application No./ Registration No.	Application Date/ Registration Date	Jurisdiction
8.	AccentCare, Inc.	Design Only 	Registered 2696151	March 11, 2003	USA
9.	AccentCare, Inc.	Design Only 	Registered 4644567	November 25, 2014	USA
10.	AccentCare, Inc.	RIGHTPATH	Registered 4249967	November 27, 2012	USA
11.	AccentCare, Inc.	TEXAS HOME HEALTH HOME CARE · HOSPICE · PERSONAL CARE and Design <i>Texas Home Health</i> <small>Home Care · Hospice · Personal Care an AccentCare Company</small>	Application pending 86/354,961	August 1, 2014	USA
12.	Guardian Home Care Holdings, Inc. (Tennessee Corp.)	SAFELIFE AT HOME and Design SAFE LIFE atHome	Registered 3779130	April 20, 2010	USA