

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357132

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-----------------------|
| CARING BRANDS INTERNATIONAL, INC. | | 09/29/2015 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | CBI DEBTCO, LLC |
| Street Address: | 335 North Maple Drive, Suite 130 |
| City: | Beverly Hills |
| State/Country: | CALIFORNIA |
| Postal Code: | 90210 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------------|
| Serial Number: | 86113372 | CARING BRANDS |
| Serial Number: | 86425915 | CARING BRANDS |
| Serial Number: | 74054496 | INTERIM |
| Serial Number: | 74513562 | INTERIM HEALTHCARE |
| Serial Number: | 74578590 | INTERPATH |
| Serial Number: | 74600030 | INTERIM ASSISTED CARE |
| Serial Number: | 75051550 | INTERIM THERAPY |
| Serial Number: | 75024311 | INTERIM OCCUPATIONAL HEALTH |
| Serial Number: | 75346243 | INTERPATTERNS |
| Serial Number: | 76327359 | HOMESTYLE |
| Serial Number: | 76338989 | HOMESTYLE |
| Serial Number: | 76368412 | SITESOLUTIONS |
| Serial Number: | 78265945 | INTERLINK |
| Serial Number: | 76529416 | INTERLINK |
| Serial Number: | 75235171 | INTERIM |
| Serial Number: | 77412358 | INTERDOC |
| Serial Number: | 85101953 | INTERIM HEALTHCARE MY HEALTH ADVISOR |
| Serial Number: | 77768517 | HOMELIFE ENRICHMENT |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------|
| Serial Number: | 77843857 | CAREERSBYWEB |
| Serial Number: | 85244079 | PALS2PETS |
| Serial Number: | 85863292 | INTERIM HEALTHCARE HOSPICE |
| Serial Number: | 85863402 | INTERIM C·O·N·N·E·C·T |
| Serial Number: | 86134200 | INTERIM PERSONNEL SERVICES |

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI

Address Line 1: KIRKLAND & ELLIS LLP

Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 15375-21

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 10/01/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this September 29, 2015, among the Grantor listed on the signature pages hereof (“Grantor”), and CBI DEBTCO, LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of September 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among CARING BRANDS INTERNATIONAL, INC., a Delaware corporation (the “Company”), CBI U.S. PARENT, INC., a Delaware corporation (the “Parent”), the Grantor, the other Guarantors from time to time party thereto (together with the Parent, the Company and the Grantor the “Company Parties”), the Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of September 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security 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, 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 Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

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Security
Agreement

**TRADEMARK
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(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

CARING BRANDS INTERNATIONAL, INC., a
Delaware corporation

By: 


Name: Kathleen A. Gilmartin

Title: President

Trademark Security Agreement

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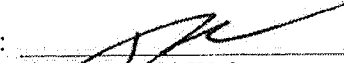
INTERIM HEALTHCARE INC., a Florida
corporation

By: 
Name: Kathleen A. Gilmartin
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CBI DEBTCO, LLC,
a Delaware limited liability company

By: Levine Leichtman Capital Partners, Inc.,
a California corporation
Its: Manager

By: 
Name: David Wolmer
Title: Vice President

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SCHEDULE I

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TRADEMARK SECURITY AGREEMENT

Caring Brands International, Inc.:

| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date | Class(es) | Status | Current Owner |
|---------------|--------------|----------------------------|-------------------------|----------------|---------|--------------------------------------|
| CARING BRANDS | U.S. | 86113372 11/08/2013 | 4,718,904 04/14/2015 | 35, 41, 44, 45 | Active | Caring Brands International, Inc. |
| CARING BRANDS | U.S. | 86425915 10/06/2014 | | 44 | Pending | Caring Brands International, Inc. |

Interim Health Care Inc.:

| | | | | | | |
|-----------------------|------|------------------------|-------------------------|------------|--------|--------------------------|
| INTERIM | U.S. | 74054496 04/30/1990 | 1,763,176 04/06/1993 | 35 | Active | Interim Healthcare, Inc. |
| INTERIM HEALTHCARE | U.S. | 74513562 04/18/1994 | 1,910,368 08/08/1995 | 35, 42 | Active | Interim Healthcare, Inc. |
| INTERPATH | U.S. | 74578590 09/26/1994 | 1,929,651 10/24/1995 | 42 | Active | Interim Healthcare, Inc. |
| INTERIM ASSISTED CARE | U.S. | 74600030 11/17/1994 | 1,957,444 02/20/1996 | 35, 37, 39 | Active | Interim Healthcare, Inc. |

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|-----------------------------|------|------------------------|-------------------------|------------|--------|--------------------------|
| INTERIM THERAPY | U.S. | 75051550 01/31/1996 | 2,078,703 07/15/1997 | 41, 42 | Active | Interim Healthcare, Inc. |
| INTERIM OCCUPATIONAL HEALTH | U.S. | 75024311 11/27/1995 | 2,083,076 07/29/1997 | 35, 41, 42 | Active | Interim Healthcare, Inc. |
| INTERPATTERNS | U.S. | 75346243 08/25/1997 | 2,280,412 09/28/1999 | 35 | Active | Interim Healthcare, Inc. |
| HOMESTYLE | U.S. | 76327359 10/19/2001 | 2,651,733 11/19/2002 | 42 | Active | Interim Healthcare, Inc. |
| HOMESTYLE (logo) | U.S. | 76338989 11/19/2001 | 2,822,096 03/16/2004 | 42 | Active | Interim Healthcare, Inc. |
| SITESOLUTIONS (stylized) | U.S. | 76368412 02/08/2002 | 2,843,560 05/18/2004 | 35 | Active | Interim Healthcare, Inc. |
| INTERLINK | U.S. | 78265945 06/23/2003 | 2,853,832 06/15/2004 | 9 | Active | Interim Healthcare, Inc. |
| INTERLINK (logo) | U.S. | 76529416 07/14/2003 | 2,857,628 06/29/2004 | 9 | Active | Interim Healthcare, Inc. |
| INTERIM (logo) | U.S. | 75235171 02/03/1997 | 3,140,768 09/12/2006 | 35, 41, 42 | Active | Interim Healthcare, Inc. |
| INTERDOC | U.S. | 77412358 03/04/2008 | 3,603,985 04/07/2009 | 9 | Active | Interim Healthcare, Inc. |

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|-----------------------------------------|------|------------------------|-------------------------|--------------------|--------|--------------------------|
| INTERIM HEALTHCARE MY HEALTH ADVISOR | U.S. | 85101953 08/06/2010 | 3,957,161 05/10/2011 | 44, 45 | Active | Interim Healthcare, Inc. |
| HOMELIFE ENRICHMENT | U.S. | 77768517 06/25/2009 | 3,958,495 05/10/2011 | 37, 39, 41, 44, 45 | Active | Interim Healthcare, Inc. |
| CAREERSBYWEB | U.S. | 77843857 10/07/2009 | 3,968,399 05/31/2011 | 41 | Active | Interim Healthcare, Inc. |
| PALS2PETS | U.S. | 85244079 02/16/2011 | 4,089,032 01/17/2012 | 41 | Active | Interim Healthcare, Inc. |
| INTERIM HEALTHCARE HOSPICE | U.S. | 85863292 02/28/2013 | 4,428,294 11/05/2013 | 44, 45 | Active | Interim Healthcare, Inc. |
| INTERIM C.O.N.N.E.C.T | U.S. | 85863402 02/28/2013 | 4,424,842 10/29/2013 | 44 | Active | Interim Healthcare, Inc. |
| INTERIM PERSONNEL SERVICES | U.S. | 86134200 12/03/2013 | 4,579,358 08/05/2014 | 35 | Active | Interim Healthcare, Inc. |