TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Care Unlimited, Inc.		01/31/2016	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3460593	ALWAYS AT HOME

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

CH $40.00 3460593

ATTORNEY DOCKET NUMBER:	334164-38
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	02/01/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2016, is made by Care Unlimited, Inc., a Pennsylvania corporation ("Grantor"), in favor of BMO Harris Bank N.A. ("BMO"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "First Lien Administrative Agent") for the Lenders and the L/C Issuers (as defined in the First Lien Credit Agreement referred to below).

W I TN E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of March 19, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among the Borrowers, Holdings, the Lenders and the L/C Issuers from time to time party thereto and BMO, as First Lien Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of March 19, 2015 in favor of the First Lien Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the First Lien Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 First Lien Administrative Agent to enter into the First Lien Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the First Lien Administrative Agent as follows:

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

1. Grant of Security Interest in Trademark Collateral. Subject to the terms and provisions of the Guaranty and Security Agreement, Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the First Lien Administrative Agent for the benefit of the Secured Parties, and grants to the First Lien Administrative 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 Grantor (the "Trademark Collateral"):

(a) all Trademarks owned by Grantor and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation. those identified on Schedule 1 hereto:

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(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;

provided, however, that "Trademark Collateral" shall not include any Excluded Property.

2. Guaranty and Security Agreement.

The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the First Lien Administrative 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.

3. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, 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 reasonably necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

4. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

5. 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.

6. 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, 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.

CARE UNLIMITED, INC., a Pennsylvania corporation, as Grantor

By: _____
Name: Rodney Windley
Title: Executive Chairman

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as First Lien Administrative Agent
and First Lien Collateral Agent

By: _____
Name: Brian Boczkowski
Title: Managing Director

Schedule 1

Description	Application No.	Application Date	Registration No.	Registration Date
ALWAYS AT HOME	77188260	May 23, 2007	3460593	July 8, 2008

RECORDED: 02/01/2016

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