

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRISWOLD INTERNATIONAL, LLC		05/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK, as administrative agent		
Street Address:	500 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2459352	GRISWOLD SPECIAL CARE A TRADITION OF HOM	
Registration Number:	4319603	GSC STAFFING	
Registration Number:	3459844	HOMECARE ACADEMY	
Registration Number:	4014126	HOME CARE CALCULATOR	
Registration Number:	4326861	GRISWOLD H O M E C A R E	
Registration Number:	4352540	CAREPAIRING SYSTEM	
Registration Number:	4352539	24/7 LIVE-IN PROGRAM L	
Registration Number:	4370756	BENEFITASSURANCE PROGRAM	
Registration Number:	4352537	VALUECARE COMMITMENT	
Registration Number:	4352536	CAREASSURE SCREENING SYSTEM	
Registration Number:	4352535	QUICKCARE PLACEMENT	
Registration Number:	4352534	ADVISORLINK SYSTEM	
Registration Number:	4352533	FAMILYFEEDBACK SYSTEM	
Registration Number:	4352538	ANYWHERECARE ADVANTAGE	
Registration Number:	4268703	ACCELACARE DRIVING EXCELLENCE. DELIVERIN	
Serial Number:	87275154	WE GIVE PEOPLE THE HELP THEY NEED TO LIV	
Serial Number:	87275110	DELIVERED WITH HEART	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 2459352

Fax Number: 3126984556

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: 312 641 2096

Email: edavenport@mcguirewoods.com

Correspondent Name: Clayton J. Stallbaumer, McGuireWoods LLP

Address Line 1: 77 West Wacker Drive

Address Line 2: Suite 4100

Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Clayton J. Stallbaumer
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SIGNATURE:	/Clayton J. Stallbaumer/
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DATE SIGNED:	05/08/2017
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Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated as of May 4, 2017, and is between GRISWOLD INTERNATIONAL, LLC, a Delaware limited liability company (“**Debtor**”), and STERLING NATIONAL BANK, a national banking association (“**Sterling**”), as administrative agent and collateral agent for the Lenders (as defined in the Loan Agreement (as defined below)) (Sterling, in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

Debtor and Griswold International Care of New Jersey LLC, a New Jersey limited liability company (“**GICNJ**”; together with Griswold, each a “**Borrower**”) have requested, and may from time to time hereafter request, the Lenders (as defined in the Loan Agreement (as defined below)) to make loans to Borrowers pursuant to that certain Loan and Security Agreement dated as of the date of this Agreement among, *inter alia*, the Borrowers, the Lenders, and the Agent (that agreement, amended, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”).

Pursuant to the Loan Agreement, Debtor has granted to Agent, for the benefit of the Lender Group, a continuing security interest in and to, and a Lien on, all of the “**Trademark Collateral**” (as defined in Section 3).

Debtor and Agent hereby further agree as follows:

1. **Definitions.**

(a) Unless otherwise defined in this Agreement, capitalized terms used but not defined herein will have the meanings assigned to such terms in the Loan Agreement.

(b) All of the non-capitalized terms contained in this Agreement which are now or hereafter defined in the New York UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the New York UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

(c) As used in this Agreement, “**Uniform Commercial Code**” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

(d) As used in this Agreement, “**New York UCC**” means the Uniform Commercial Code, as adopted in New York, as amended or superseded from time to time.

2. **Reaffirmation of Lien; Secured Obligations.**

(a) Debtor hereby reaffirms the security interest in and to, and the Lien on, all of the “**Trademark Collateral**” (as defined in Section 3) granted by Debtor to Agent pursuant to the Loan Agreement.

(b) The security interest and Lien granted pursuant to the Loan Agreement and reaffirmed in this Agreement secure the full, prompt, and complete payment and performance of the “**Obligations**” (as that term is defined in the Loan Agreement).

3. **Trademark Collateral.**

(a) The applicable collateral in which a security interest and Lien was granted pursuant to the Loan Agreement and is hereby reaffirmed (all of the following being, collectively, the “**Trademark Collateral**”) comprises collectively: (1) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this clause (1), each a “**Trademark**”); (2) all renewals of each of the Trademarks; (3) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (4) all rights to sue for past, present and future infringements of any and all of the Trademarks; (5) all of Debtor’s rights corresponding to each of the Trademarks throughout the world; (6) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “**Trademark License Rights**”); (7) the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; and (8) all books, records, cash and non-cash proceeds of any and all of the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, (1) the Trademark Collateral shall not include any property excluded from the definition of “Collateral” in the Loan Agreement, in the manner, and to the extent, provided in Section 4.1(b) of the Loan Agreement; and (2) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

4. **Licenses.** Except for licenses attendant to products and services provided by Debtor in the ordinary course of business, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “**Trademark License**”) included in the Trademark Collateral without the prior written consent of Agent, which consent will not be unreasonably withheld by Agent so long as no Event of Default has occurred and is continuing (in which case Agent may withhold its consent in its sole discretion), and each such Trademark License so granted will be subject to the terms and conditions of this Agreement. The foregoing will not restrict the use of any Trademarks by any Franchisee pursuant to any Franchise Agreement.

5. **Representations and Warranties.** To induce the Agent and the Lenders to enter into the Loan Agreement and to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Agent that the following statements are as of the date of this Agreement and as of the date that each representation and warranty set forth in the Loan Agreement is required to be made or remade pursuant thereto, true:

(1) except for the security interest granted pursuant to the Loan Agreement and hereby reaffirmed, and as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a

part of the Trademark Collateral, will be, the sole legal and beneficial owner of the entire right, title and interest in and to each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free and clear from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement);

- (2) Debtor has full right to grant the security interest granted pursuant to the Loan Agreement and hereby reaffirmed;
- (3) set forth on Schedule I is a complete and accurate list of all Trademarks registered with (or applications pending with) the United States Patent and Trademark Office and Trademark License Rights owned by Debtor or in which Debtor has any rights;
- (4) except as otherwise set forth on Schedule I, (A) to Debtor's Knowledge, as of the Closing Date, each material Trademark is subsisting and has not been adjudged invalid, unregistrable, or unenforceable, in whole or in part; and (B) to Debtor's Knowledge, as of the Closing Date, each material Trademark is enforceable and valid. There have been no prior uses of any item of the Trademark Collateral, to Debtor's Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;
- (5) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as otherwise disclosed on Schedule I or except as expressly permitted under Section 4;
- (6) Debtor has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all respects in connection with the use of each material registered Trademark and service mark at all times on and after the date of this Agreement; and
- (7) to Debtor's Knowledge, except for the filing of financing statements, the registration of any unregistered Trademark Collateral in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (A) for the grant by Debtor of the applicable Liens granted pursuant to the Loan Agreement and hereby reaffirmed or for the execution, delivery, or performance of this Agreement by Debtor, or (B) for the perfection of or the exercise by Agent of its rights or remedies under this Agreement.

6. **Debtor's Responsibilities and Agreements.** Until the Full Payment of all Obligations, the termination of the Total Revolving Commitment under the Loan Agreement, and the termination of this Agreement:

(a) Debtor will furnish to Agent, upon Agent's reasonable request, a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent

may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Agent may reasonably require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral.

(b) If Debtor obtains an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks that is not now identified in Schedule I, then (1) Debtor will give prompt written notice to Agent; (2) the provisions of Section 3 will automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained; and (3) such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, will automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Agent, Schedule I will be automatically amended to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral pursuant to this Section 6(b).

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor shall take all necessary steps in any proceeding before the United States Patent and Trademark Office or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. Any expenses incurred in connection with such activities shall be borne by Debtor. Except as otherwise expressly permitted by the Loan Agreement, Debtor shall not (1) abandon any registration of or any item of Trademark Collateral; (2) abandon any right to file an application for Trademark registration; or (3) abandon any pending application, registration, or Trademark, unless, in each case, Debtor determines in its reasonable discretion that the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business.

(d) Debtor shall notify Agent promptly in writing (1) of any information which Debtor has received which is reasonably expected to materially adversely affect the value of the Trademark Collateral or the rights of Agent with respect thereto; and (2) when Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights.

(e) Debtor shall notify Agent promptly in writing if Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "**Infringement**"). Debtor shall, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, or take other commercially reasonable actions under the circumstances to protect the Trademark Collateral that is being infringed or misappropriated. Any expense incurred in connection with the foregoing activities will be borne by Debtor.

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Debtor will not (1) sell, assign (by operation of law or otherwise), license (except in the ordinary course of business, including pursuant to Franchise Agreements) or otherwise dispose of any of the Trademark Collateral; (2) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for any Permitted Liens or as may otherwise be disclosed in Schedule I; or (3) take any other action in connection with any of the items of Trademark Collateral that could be reasonably expected to materially impair the value of the interests or rights of Debtor or Agent in, to or under such Trademark Collateral. Debtor shall exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business.

(g) Subject to and in accordance with Section 12.5 of the Loan Agreement, (1) Debtor shall pay all reasonable and documented expenses and reasonable attorneys' fees incurred by Agent in the exercise (including enforcement) of any of Agent's rights or remedies under this Agreement or applicable law; and (2) all such expenses and attorneys' fees will constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

7. Power of Attorney.

(a) Debtor hereby makes, constitutes and appoints Agent (with full power of substitution) its true and lawful attorney in fact: (1) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting Agent's security interest in the Trademark Collateral; (2) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable governmental authority); (3) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file any other documents necessary or advisable to perfect or otherwise protect or maintain the security interest granted herein; and (4) upon the occurrence and continuation of an Event of Default: (A) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral; (B) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee); or (C) otherwise to enforce the rights of Agent with respect to any of the Trademark Collateral.

(b) Debtor hereby specifically authorizes Agent as its true and lawful attorney in fact to act in accordance with Section 7(a).

(c) It is understood and agreed that the foregoing power of attorney will be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

8. Default.

(a) After the occurrence and during the continuance of an Event of Default:

(i) Agent may resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a

secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation: (A) causing the assignment of record in the United States Patent and Trademark Office of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (B) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (C) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Agent under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Trademark Collateral); and (D) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after Full Payment of the Obligations, only when they are actually received by Agent. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business of Debtor connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and (B) Debtor shall supply to Agent or its designee Debtor's: (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(ii) Debtor shall, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Agent.

(iii) Agent may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings.

(c) Debtor acknowledges and agrees that Agent has no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to, do any of the following: (1) prepare any of the Trademark Collateral for sale; (2) pursue any Person to collect

any of the Obligations; or (3) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. **General Provisions.**

(a) All rights and obligations of Agent will inure to the benefit of and bind its successors, assigns and affiliates and all rights and obligations of Debtor will inure to the benefit of and bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter will amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (1) may be relied on by each party as if the document were a manually signed original, and (2) will be binding on each party for all purposes.

(c) THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

(d) If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file and/or record with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (1) describe the Trademark Collateral and (2) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents relating to the Trademark Collateral as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or advisable

under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Agent in the Trademark Collateral.

(f) Agent will have no duty of care with respect to the Trademark Collateral except that Agent shall exercise reasonable care with respect to the Trademark Collateral in Agent's custody. Agent will be deemed to have exercised reasonable care if (1) such property is accorded treatment substantially equal to that which Agent accords its own property or (2) Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Agent will not be deemed to have, and nothing in this Section 9(f) may be construed to deem that Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Agent failed to comply with any request of Debtor or (B) Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any agreement, document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, modifications, restatements and amendments thereof but only to the extent such renewals, extensions, supplements, modifications, restatements or amendments thereof are not prohibited by the terms of any Loan Document. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. Whenever the sense of this Agreement so requires, the masculine or feminine gender will be substituted for, or be deemed to include, the neuter, the feminine gender will be substituted for the masculine, or the masculine will be deemed to include the feminine, and the neuter gender will be substituted for, or be deemed to include, the masculine or, as applicable, feminine gender. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the Loan Agreement, or Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the Loan Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(h) EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER RELATED TO THIS AGREEMENT, AND HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK CITY, NEW YORK COUNTY, NEW YORK, IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedies by Agent does not require that all or any other remedies be exercised and does not preclude later exercise of the same remedy. No waiver by Agent will be effective unless it is in writing and then only to the extent

specifically stated. Any consent to be provided by Agent under this Agreement from time to time must be in writing in order to be binding on Agent, but Agent will have no obligation to provide any consent requested by Debtor, and Agent may, for any reason in its discretion exercised in good faith, elect to withhold the requested consent. To be effective, any amendment to this Agreement must be in writing and signed by each party hereto. If there is any conflict, ambiguity, or inconsistency, in Agent's reasonable judgment, between the terms of this Agreement and any of the other Loan Documents (other than the Loan Agreement), and such conflict, ambiguity, or inconsistency is unintended and not rationally explainable (as determined by the Agent in its reasonable judgment exercised in good faith and based upon advice of counsel), then following written notice to Debtor accompanied by a reasonably detailed explanation, the applicable terms and provisions, in Agent's reasonable judgment exercised in good faith, providing Agent with the greater rights, remedies, powers, privileges, or benefits will control. If there is any conflict, ambiguity, or inconsistency between the terms of this Agreement and the Loan Agreement, then the applicable terms and provisions of the Loan Agreement will control.

(j) This Agreement will terminate ("**Termination**") on the Full Payment of all Obligations and the termination of the Total Revolving Commitment under the Loan Agreement. Upon such Termination, Agent shall, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien on the Trademark Collateral granted to Agent under the Loan Agreement and hereby reaffirmed (or any similar instrument of re-conveyance prepared by Agent) and deliver UCC termination statements with respect to the Lien on the Trademark Collateral granted to Agent under the Loan Agreement and hereby reaffirmed.

(k) All notices and other communications provided for under this Agreement must be given in the form and manner and delivered to Agent at its address specified in the Loan Agreement, and Debtor at its address specified in the Loan Agreement, or, as to any party, at such other address as designated by such party in a written notice to the other party.

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The parties are signing this Trademark Security Agreement as of the date stated in the preamble.

GRISWOLD INTERNATIONAL, LLC,
as Debtor

By: *M. J. Murphy*
Name: *Matthew Murphy*
Title: *President CEO*

STERLING NATIONAL BANK,
as Agent

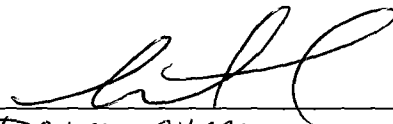
By: _____
Name: _____
Title: _____

The parties are signing this Trademark Security Agreement as of the date stated in the preamble.

GRISWOLD INTERNATIONAL, LLC,
as Debtor

By: _____
Name: _____
Title: _____

STERLING NATIONAL BANK,
as Agent

By:  _____
Name: DANIEL CITARA
Title: Senior Managing Director

**SCHEDULE I
TRADEMARKS AND LICENSES**

Registered/Pending Trademarks:

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
GRISWOLD SPECIAL CARE A TRADITION OF HOMECARE EXCELLENCE and Design	75/869,149	12-11-1999	2,459,352	06/12/2001
GSC STAFFING and Design	85/417,666	09-08-2011	4,319,603	04/16/2013
HOMECARE ACADEMY	77/243,009	07-31-2007	3,459,844	11/22/2013
HOMECARE CALCULATOR	85/136306	09/23/2010	4,014,126	08/16/2011
GRISWOLD HOME CARE and Design	85/556,355	02-29-2012	4,326,861	4/30/2013
CAREPAIRING SYSTEM and Design	85/584,710	03-30-2012	4,352,540	6/18/2013
24/7 LIVE-IN PROGRAM and Design	85/584,706	03-30-2012	4,352,539	6/18/2013
BENEFITASSURANCE PROGRAM and Design	85/584,696	03-30-2012	4,370,756	07/23/2013
VALUECARE COMMITMENT and Design	85/584,692	03-30-2012	4,352,537	6/18/2013
CAREASSURE SCREENING SYSTEM and Design	85/584,688	03-30-2012	4,352,536	6/18/2013
QUICKCARE PLACEMENT and Design	85/584,681	03-30-2012	4,352,535	6/18/2013
ADVISORLINK SYSTEM and Design	85/584,675	03-30-2012	4,352,534	6/18/2013
FAMILYFEEDBACK SYSTEM and Design	85/584,671	03-30-2012	4,352,533	6/18/2013
ANYWHERECARE ADVANTAGE and Design	85/584,704	03-30-2012	4,352,538	6/18/2013
ACCELACARE DRIVING EXCELLENCE. DELIVERING CARE and Design	85/136,309	09-23-2010	4,268,703	01/01/2013
HOME CARE CALCULATOR	85/136,306	09-23-2010	4,014,126	08-16-2011
WE GIVE THE PEOPLE THE HELP THEY NEED TO LIVE IN THE PLACE THEY LOVE	87/275154	12/20/2016	PENDING	PENDING
DELIVERED WITH HEART	87/275110	12/20/2016	PENDING	PENDING

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Trademark License Rights: None.