

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Res-Care, Inc.		02/06/2018	Corporation: KENTUCKY
RWW Home & Community Rehab Services, Inc.		02/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N Tryon Street, 5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87501325	PHARMACY ALTERNATIVES	
Serial Number:	87501321	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRA	
Registration Number:	4213864	A PLACE TO CALL HOME	
Serial Number:	87569214	REHAB WITHOUT WALLS	
Serial Number:	87569207	RWW	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	02/07/2018		

OP \$140.00 87501325

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this “Agreement”), dated as of February 6, 2018, is entered into by each of the undersigned (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated April 25, 2014, among RES-CARE, INC., a Kentucky corporation (the “Borrower”), ONEX RESCARE HOLDINGS CORP., a Delaware corporation (“Holdings”), the Guarantors from time to time party thereto, BANK OF AMERICA, N.A., as Administrative Agent, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC and RBC CAPITAL MARKETS, as Joint Lead Arrangers and Joint Bookrunners, JPMORGAN CHASE BANK, N.A. and ROYAL BANK OF CANADA, as Syndication Agents, and RBS CITIZENS, N.A. REGIONS BANK N.A. and U.S. BANK NATIONAL ASSOCIATION, as Documentation Agents (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have executed and delivered that certain Pledge and Security Agreement, dated April 5, 2012, in favor of the Administrative Agent (as it may be amended, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to the Trademarks identified on Schedule A hereto (the “Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, each Grantor and the Administrative Agent are parties to that certain Trademark Security Agreement, dated April 25, 2014;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

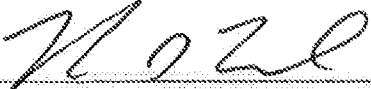
SECTION 2. Grant of Security Interest. Subject to the terms of the Credit Agreement and the Security Agreement, each Grantor grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

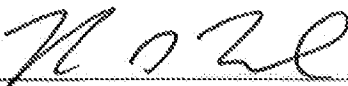
SECTION 4. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RES-CARE, INC., as a Grantor

By: 
Name: KEVIN G. FISHER
Title: ASSISTANT TREASURER

RWW HOME & COMMUNITY REHAB SERVICES, INC., as a Grantor

By: 
Name: KEVIN G. FISHER
Title: ASSISTANT TREASURER

Accepted and agreed to as of the day and year first
above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry". The signature is written in dark ink on a light background.

By: _____
Name: Bridgett J. Manduk Mowry
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Res-Care, Inc.	PHARMACY ALTERNATIVES	87501325	06/22/2017		
2.	Res-Care, Inc.	SPRINGHEALTH BEHAVIORAL HEALTH & INTEGRATED CARE	87501321	06/22/2017		
3.	Res-Care, Inc.	A Place to Call Home	85550138	02/22/2012	4213864	09/25/2012
4.	RWW Home & Community Rehab Services, Inc. (f/k/a Rehab Without Walls, Inc.)	REHAB WITHOUT WALLS	87569214	08/15/2017		
5.	RWW Home & Community Rehab Services, Inc. (f/k/a Rehab Without Walls, Inc.)	RWW	87569207	08/15/2017		