

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Res-Care, Inc.		07/23/2018	Corporation: KENTUCKY
ResCare Home Care Services Pennsylvania, LLC		07/23/2018	Limited Liability Company: 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: 4			
Property Type	Number	Word Mark	
Registration Number:	3969570	ANGEL COMPANIONS	
Registration Number:	4126704	ANGEL COMPANIONS VVV	
Serial Number:	87939458	ADORATION	
Registration Number:	5499417	SENSE OF HOME	
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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	07/23/2018		
Total Attachments: 6			

OP \$115.00 3969570

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Res-Care, Inc.
- 2. ResCare Home Care Services Pennsylvania, LLC

- Individual(s)
 - Partnership
 - Corporation- State: _____
 - Other 1. Corporation - Kentucky, USA
2. Limited Liability Company - Delaware, USA
- Citizenship (see guidelines) _____

- Association
- Limited Partnership

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 23, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: 101 N Tryon Street, 5th Floor

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1515

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 

Signature

Doris Ka

Name of Person Signing

July 23, 2018

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this “Agreement”), dated as of July 23, 2018, is entered into by the undersigned (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated March 28, 2018, 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, JPMORGAN CHASE BANK, N.A., REGIONS CAPITAL MARKETS, A DIVISION OF REGIONS BANK and SUNTRUST ROBINSON HUMPHREY, INC., as Joint Lead Arrangers and Joint Bookrunners, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, JPMORGAN CHASE BANK, N.A., REGIONS CAPITAL MARKETS, A DIVISION OF REGIONS BANK and SUNTRUST ROBINSON HUMPHREY, INC, as Syndication Agents, and CAPITAL ONE, NATIONAL ASSOCIATION, U.S. BANK NATIONAL ASSOCIATION and HSBC SECURITIES (USA) INC., 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.

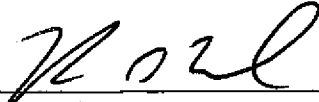
SECTION 2. Grant of Security Interest. Subject to the terms of the Credit Agreement and the Security Agreement, each Grantor grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral, as collateral security for the prompt and complete 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.

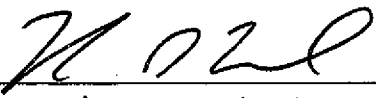
SECTION 4. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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

RESCARE HOME CARE SERVICES
PENNSYLVANIA, LLC, as a Grantor

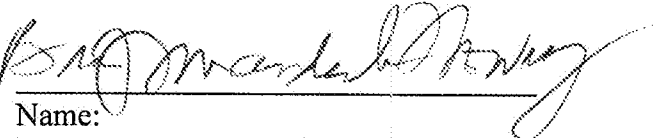
By: 
Name: KEVIN G. FISHER
Title: ASSISTANT TREASURER

RES-CARE, 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

By 

Name:

Title: **Bridgett J. Manduk Mowry**
Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006388 FRAME: 0285

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ResCare Home Care Services Pennsylvania, LLC	ANGEL COMPANIONS	85118636	08/30/2010	3969570	05/31/2011
2.	ResCare Home Care Services Pennsylvania, LLC	ANGEL COMPANIONS VVV & Design 	85253520	02/28/2011	4126704	04/10/2012
3.	Res-Care, Inc.	ADORATION	87939458	05/29/2018		
4.	Res-Care, Inc.	SENSE OF HOME	87550055	07/31/2017	5499417	06/19/2018