

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		03/08/2019	Public Limited Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	CAREMERIDIAN, LLC		
Street Address:	313 Congress Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2260732	CAREMERIDIAN	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	/AMANDA CIRELLA/		
DATE SIGNED:	03/11/2019		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “Release”) is dated as of March 8, 2019 and delivered by Barclays Bank PLC its capacity as administrative agent for the Secured Parties under the Credit Agreement, dated as of January 31, 2014, among Barclays Bank PLC, NMH Holdings, LLC, National Mentor Holdings, Inc., and the Lenders (as defined therein) party thereto from time to time (in such capacity, the “Agent”), in favor of CareMeridian, LLC (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Guarantee and Security Agreement, dated as of January 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Security Agreement), the Grantor assigned, pledged and granted to the Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Security Agreement) owned by the Grantor including, without limitation, the trademark listed on Schedule I hereto, in each case, to the extent the same constitute Collateral (as defined in the Security Agreement) (the “Intellectual Property Collateral”).

WHEREAS, the Grant of Security Interest in Trademark Rights, dated as of January 31, 2014, evidencing the security interest granted by the Grantor in favor of the Agent was recorded with the United States Patent and Trademark Office on February 7, 2014 at Reel/Frame 5211/0386 (the “Trademark Security Agreement”).

WHEREAS, the Agent hereby acknowledges the full payment and performance of the Secured Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby (i) without representation or warranty of any kind, terminates, releases and forever discharges any and all security interests it has in the Intellectual Property Collateral; terminates the Trademark Security Agreement, and retransfers and reassigns to the Grantor all right, title or interest of the Agent in, to or under the Intellectual Property Collateral of the Grantor; (ii) agrees that it shall, at Grantor’s cost and expense, execute all other documents and do all other acts reasonably requested by Grantor to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent’s rights under the Security Agreement with respect to the Intellectual Property Collateral.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By: Robert Walsh
Name: Robert Walsh
Title: Assistant Vice President

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATION

Mark	Application Ser. No./ Filing Date	Reg. No. /Date	Owner
CAREMERIDIAN	75446234 3/6/1998	2260732 7/13/1999	CareMeridian, LLC