

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D&S RESIDENTIAL SERVICES, LP		04/02/2021	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4391820	D&S COMMUNITY SERVICES	
Registration Number:	4391822	D&S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1350833 1L		
NAME OF SUBMITTER:	Wenny Zhu		
SIGNATURE:	/Wenny Zhu/		
DATE SIGNED:	04/02/2021		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 2, 2021 (this “Agreement”), among D&S RESIDENTIAL SERVICES, LP, a Texas limited partnership (the “Grantor”) and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to that certain (a) Amended and Restated First Lien Credit Agreement, dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CELTIC INTERMEDIATE CORP., a Delaware corporation (“Holdings”), NATIONAL MENTOR HOLDINGS, INC., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent, which is an amendment and restatement of that certain First Lien Credit Agreement, dated as of March 8, 2019 (as amended prior to March 2, 2021, the “Original Credit Agreement”), among Holdings, the Borrower, the Lenders party thereto and GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of March 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto, the Collateral Agent and the other parties party thereto. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and

deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

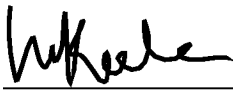
SECTION 6. Notwithstanding anything herein to the contrary, the Security Interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

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

D&S RESIDENTIAL SERVICES, LP, as Grantor
By: D&S Residential Management GP, LLC, its
general partner

By: Peter Gladitsch
Name: Peter E. Gladitsch
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral Agent,



By:  _____

Name: Luke Qiu

Title: Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Image	Owner Name	Class	Registration Number	Status	Registration Date
	D&S RESIDENTIAL SERVICES, LP	43 (providing accommodations, namely, residential group homes, independent and community living housing for people with intellectual and developmental disabilities) 44 (home health care services)	4391820	Registered	08/27/13
	D&S RESIDENTIAL SERVICES, LP	43 44	4391822	Registered	08/27/13

TRADEMARK LICENSES

None