

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730771

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECOND LIEN TRADEMARK SECURITY AGREEMENT | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NATIONAL MENTOR HOLDINGS, INC. | | 05/26/2022 | Corporation: DELAWARE |
| 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: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4955860 | | |
| Registration Number: | 4554240 | IT'S ALL ABOUT U | |
| Registration Number: | 4483630 | RAINBOW U | |
| Registration Number: | 3614163 | NEUROREHAB CAMPUS | |
| Registration Number: | 3638618 | RAINBOW INDUSTRIES | |
| 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: | 8004945225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | JAY DASILVA | | |
| Address Line 1: | 1025 CONNECTICUT AVE., NW, STE. 712 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | WASHINGTON, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1694745 2L TM | | |
| NAME OF SUBMITTER: | Margot Tolley | | |
| SIGNATURE: | /Margot Tolley/ | | |

OP \$140.00 4955860

| | |
|---------------------|------------|
| DATE SIGNED: | 05/27/2022 |
|---------------------|------------|

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of May 26, 2022 (this “Agreement”), among NATIONAL MENTOR HOLDINGS, INC., a Delaware corporation (the “Grantor”) and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second 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 (“Initial Holdings”), the Grantor, as the borrower, the Lenders from time to time party thereto and GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Grantor, as the borrower, the other grantors from time to time party thereto and the Collateral Agent. The Grantor 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 such 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 collateral pledge, grant, assignment, lien and 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. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and 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.

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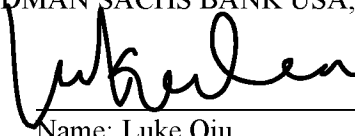
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATIONAL MENTOR HOLDINGS, INC., as Grantor

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

GOLDMAN SACHS BANK USA, as Collateral Agent,

By:

A handwritten signature in black ink, appearing to read 'Luke Qiu', written over a horizontal line.

Name: Luke Qiu

Title: Authorized Signatory

Schedule I
to
Second Lien Trademark Security Agreement

United States Trademarks:

| Owner | Trademark | App. Date/ Reg. Date | Appl. No./ Reg. No. |
|--------------------------------|---|-------------------------|------------------------|
| NATIONAL MENTOR HOLDINGS, INC. |  | 9/29/2015 5/10/2016 | 86772316 4955860 |
| NATIONAL MENTOR HOLDINGS, INC. | IT'S ALL ABOUT U | 12/23/2012 6/24/2014 | 85809890 4554240 |
| NATIONAL MENTOR HOLDINGS, INC. | RAINBOW U | 12/23/2012 2/18/2014 | 85809891 4483630 |
| NATIONAL MENTOR HOLDINGS, INC. | NEUROREHAB CAMPUS | 11/5/2008 4/28/2009 | 77608319 3614163 |
| NATIONAL MENTOR HOLDINGS, INC. | RAINBOW INDUSTRIES | 11/5/2008 6/16/2009 | 77608326 3638618 |