

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Specified Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		11/01/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Res-Care, Inc.		
Street Address:	805 N. Whittington Parkway, Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6064725	EQUUS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	42578-00007		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	11/01/2022		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 1, 2022 (the "Effective Date"), is made by Wilmington Trust, National Association, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 5, 2019, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Grant of Security Interest in Trademark Rights, dated as of August 3, 2020 (the "Trademark Security Agreement"), for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 3, 2020 at Reel/Frame 7014/0022.

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Officer's Certificate Regarding Request for Release of Collateral Arising from Proposed Asset Sale, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule I attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

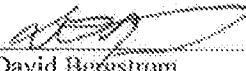
requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their respective duly authorized representatives as of the Effective Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, acting in its capacity as
Collateral Agent for the Secured Parties

By: 
Name: David Bergstrom
Title: Vice President

RES-CARE, INC., as Grantor

By: _____
Name:
Title:

[Signature Page to Trademark Release – Second Lien]


**TRADEMARK
REEL: 007881 FRAME: 0844**

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their respective duly authorized representatives as of the Effective Date:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, acting in its capacity as
Collateral Agent for the Secured Parties

By: _____
Name: David Bergstrom
Title: Vice President

RES-CARE, INC., as Grantor

By: 
Name: James F. Mattingly, Jr.
Title: EVP, Treasurer & Chief Financial Officer

[Signature Page to Trademark Release - Second Lien]

SCHEDULE I

U.S. Trademark Registrations and Applications

* 08/03/2020 Wilmington Trust, National Association security agreement at Reel 7014 / Frame 0022

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Res-Care, Inc.	EQUUS	8782728 8	03/09/201 8	6064725	05/26/202 0