

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM872808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Interest recorded at Reel 7014/Frame 0022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		01/31/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Res-Care, Inc.		
Street Address:	805 N. Whittington Parkway		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6034343	STEPSTONE FAMILY & YOUTH SERVICES	
Registration Number:	5949185	VALUEMED	
Registration Number:	6124129	VALUE MED	
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:	01/31/2024		
Total Attachments: 4			

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”) is made as of January 31, 2024, by **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“Wilmington Trust”), as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement referred to below, in favor of **RES-CARE, INC.**, a Kentucky corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below), the Security Agreement (as defined below), or the Trademark Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and Collateral Agent are parties to that certain (i) Second Lien Credit Agreement, dated as of March 5, 2019 (as amended by the Technical Amendment, dated May 13, 2019, as amended by that certain Amendment No. 1, dated as of April 15, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Phoenix Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Phoenix Guarantor Inc., a Delaware corporation (the “Borrower”), the several lenders from time to time parties thereto and Wilmington Trust, as the Administrative Agent and the Collateral Agent; (ii) Second Lien Security Agreement, dated as of March 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and (iii) Grant of Security Interest in Trademark Rights, dated as of August 3, 2020 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule A hereto, the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on August 3, 2020 at Reel 7014 and Frame 0022; and

WHEREAS, the Grantor has requested that the Agent terminate and release, and the Agent is willing to terminate and release its lien on and security interest in, and any other right, title, and interest it may have in, to and under, the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule A hereto.

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

1. The Agent does hereby irrevocably terminate, release, cancel and discharge the entirety of its lien on and security interest in, and all claims to, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreement, Security Agreement or Trademark Security Agreement, as applicable, the Collateral (as defined in the Trademark Security

Agreement), including, without limitation, the Trademarks (including the trademark registrations and trademark applications) set forth on Schedule A hereto, the goodwill associated with such Trademarks, and the right to receive all Proceeds therefrom, and any right, title or interest of the Agent in such Collateral shall hereby terminate, cease and become void. The Agent hereby re-assigns, re-transfers and re-conveys any and all right, title or interest of the Agent in the Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule A hereto, to the Grantor.

2. The Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Agent's lien on and security interest in the Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule A hereto, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments prepared by the Grantor, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor right, title and interest in, to and under the Collateral.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Trademark Security Interest to be executed and delivered as of the date first written above.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: _____
Title: **David Bergstrom
Vice President**

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Owner	Trademark	App. No.	Reg. No.	Status
Res-Care, Inc.	STEPSTONE FAMILY & YOUTH SERVICES	87892626	6034343	Registered
Res-Care, Inc.	VALUEMED	88471452	5949185	Registered
Res-Care, Inc.	VALUE MED (Plus Design)	88769222	6124129	Registered

¹ The security interest in registration no. 6064725 was previously released in that certain Release of Security Interest in Specified Trademarks recorded at Reel 7881/0840.