

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------|
| Loving Care Agency, Inc. | | 08/22/2007 | CORPORATION: NEW JERSEY |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | CIT Healthcare LLC |
| Street Address: | 305 Fellowship Road |
| Internal Address: | Suite 300 |
| City: | Mount Laurel |
| State/Country: | NEW JERSEY |
| Postal Code: | 08054 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3260491 | HELP BRING THE CHILDREN HOME... |
| Registration Number: | 3260492 | "TOUCHING LIVES AND MAKING A DIFFERENCE" |
| Registration Number: | 3260542 | LOVING CARE PEDIATRIC HOMECARE |
| Registration Number: | 3267947 | LOVING CARE PEDIATRIC HOMECARE |
| Registration Number: | 3279661 | LOVING CARE AGENCY, INC. |
| Serial Number: | 78845640 | KIND HEARTS...SKILLED HANDS |
| Serial Number: | 78844644 | LOVING CARE |
| Serial Number: | 78844415 | LOVING CARE AGENCY |
| Serial Number: | 78844412 | LOVING CARE AGENCY, INC. |
| Serial Number: | 78844390 | THE AGENCY WITH A HEART |
| Serial Number: | 78844392 | THE AGENCY WITH A HEART |

CORRESPONDENCE DATA

OP \$290.00 3260491

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-850-8741
Email: rfelber@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: 511 Union Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 015693.60576 - CIT |
| NAME OF SUBMITTER: | Robert P. Felber, Jr. |
| Signature: | /ROBERT P. FELBER, JR./ |
| Date: | 09/07/2007 |

Total Attachments: 7

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AGREEMENT
(Trademark)

THIS AGREEMENT (Trademark), dated as of September __, 2007 (this "Agreement"), by and among Loving Care Agency, Inc., a New Jersey corporation ("Loving Care"), and Andventure, Inc., a Pennsylvania corporation ("Andventure" and together with Loving Care, the "Borrowers" and each a "Borrower"), and CIT Healthcare LLC, a Delaware limited liability company, and the various financial institutions that may from time to time hereafter become parties to the Loan Agreement (as defined hereinafter) (collectively, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement, dated as of August 22, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, LCA Holding, Inc., a Delaware corporation ("Holding"), and Lender, Lender has made available to the Borrowers, on a joint and several basis, Loans (such capitalized term, and all other capitalized terms used in these recitals without definition, to have the meanings assigned to such terms by reference in Section 1 hereof) for the purposes set forth therein; and

WHEREAS, in connection with the Loan Agreement, the Borrowers and Holding have executed and delivered to Lender that certain Second Amended and Restated Collateral Pledge Agreement, dated as of August 22, 2007 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Collateral Pledge Agreement"); and

WHEREAS, as a condition precedent to the making of the Loans under the Loan Agreement, the Borrowers are required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined hereinafter) to secure all Obligations; and

WHEREAS, the Borrowers have duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans to the Borrowers pursuant to the Loan Agreement, the Borrowers agree, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Obligations, the Borrowers do hereby mortgage, pledge and hypothecate to Lender, for its benefit, and does hereby grant to Lender, for

its benefit, a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment I hereto;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals, if applicable, of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of Attachment hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrowers for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender, for its benefit, under the Loan Agreement and the Collateral Pledge Agreement. The Loan Agreement and the Collateral Pledge Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Credit Facility, Lender shall, at the Borrowers' expense, execute and deliver to the Borrowers all instruments and other documents as may be necessary or appropriate to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

SECTION 5. Acknowledgment. The Borrowers do hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms

and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

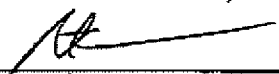
SECTION 6. Collateral Document and Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOVING CARE AGENCY, INC.

By: 
Name: Robert Creamer
Title: CEO

ANDVENTURE, INC.

By: 
Name: Robert Creamer
Title: CEO

CIT HEALTHCARE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOVING CARE AGENCY, INC.

By: _____
Name: _____
Title: _____

ANDVENTURE, INC.

By: _____
Name: _____
Title: _____

CIT HEALTHCARE LLC

By: Jennifer W. Leibowitz
Name: Jennifer W. Leibowitz
Title: Vice President

ATTACHMENT 1
to
Agreement
(Trademark)

ITEM A. Trademarks.

United States Trademark and
Service Mark Registrations and Applications

LOVING CARE'S MARKS

| <u>Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|---|--------------------------|-------------------------|
| HELP BRING THE CHILDREN HOME | July 10, 2007 | 3,260,491 |
| TOUCHING LIVES AND MAKING A DIFFERENCE | July 10, 2007 | 3,260,492 |
| LOVING CARE PEDIATRIC HOMECARE (and hands in heart design) | July 10, 2007 | 3,260,542 |
| LOVING CARE PEDIATRIC HOMECARE | July 24, 2007 | 3,267,947 |
| LOVING CARE AGENCY, INC. (with heart in hands design) | August 14, 2007 | 3,279,661 |

LOVING CARE'S PENDING UNITED STATES
TRADEMARK/SERVICE MARK APPLICATIONS

| <u>Mark</u> | <u>Application Date</u> | <u>Application No.</u> |
|---|-------------------------|------------------------|
| KIND HEARTS...SKILLED HANDS | March 24, 2006 | 78/845,640 |
| LOVING CARE | March 23, 2006 | 78/844,644 |
| LOVING CARE AGENCY | March 23, 2006 | 78/844,415 |
| LOVING CARE AGENCY, INC. (with big and small heart design) | March 23, 2006 | 78/844,412 |
| THE AGENCY WITH A HEART | March 23, 2006 | 78/844,390 |
| THE AGENCY WITH A HEART | March 23, 2006 | 78/844,392 |

ANDVENTURE'S MARKS

| <u>Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-------------|--------------------------|-------------------------|
| LINKS2CARE | September 20, 2005 | 2,998,617 |