

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.		04/30/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3317512	LOVING CARE AGENCY	
Registration Number:	3279661	LOVING CARE AGENCY, INC.	
Registration Number:	3306812	LOVING CARE AGENCY, INC.	
Registration Number:	3378608	LOVING CARE	
Registration Number:	3267947	LOVING CARE PEDIATRIC HOMECARE	
Registration Number:	3260542	LOVING CARE PEDIATRIC HOMECARE	
Registration Number:	3260491	HELP BRING THE CHILDREN HOME...	
Registration Number:	3285952	KIND HEARTS...SKILLED HANDS	
Registration Number:	3260492	"TOUCHING LIVES AND MAKING A DIFFERENCE"	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		

CH \$240.00 3317512

Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	334164-14
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/30/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 30th day of April, 2012, is made by LOVING CARE AGENCY, INC., a New Jersey corporation ("**Grantor**") with its principal place of business and mailing address at 611 Route 46 West, Suite 200, Hasbrouck Heights, New Jersey 07604, in favor of Bank of Montreal as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrower party thereto, LCA Holding, Inc., a Delaware corporation, as Guarantor (each of the foregoing, the "**Debtors**"), the Administrative Agent and the Lenders from time to time party thereto are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Debtors grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"): .

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

LOVING CARE AGENCY, INC., a New Jersey corporation

By: 
Name: David Gibson
Title: Chief Operating Officer

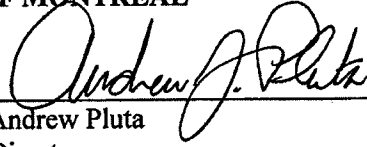
Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL

By:

Name: Andrew Pluta

Title: Director

A handwritten signature in black ink, appearing to read "Andrew J. Pluta", is written over a horizontal line. The signature is cursive and stylized.

SCHEDULE A

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Goods/ Services	App. No. App. Date	Reg. No. Reg. Date	Owner
LOVING CARE AGENCY	USA	Service	78844416 3/23/2006	3317512 10/23/2007	Loving Care Agency, Inc.
LOVING CARE AGENCY, INC. & Design (Two hands inside heart)	USA	Service	78847043 3/27/2006	3279661 8/14/2007	Loving Care Agency, Inc.
LOVING CARE AGENCY, INC. & Design (One small heart, one large heart)	USA	Service	78844412 3/23/2006	3306812 10/9/2007	Loving Care Agency, Inc.
LOVING CARE	USA	Service	78844644 3/23/2006	3378608 2/5/2008	Loving Care Agency, Inc.
LOVING CARE PEDIATRIC HOMECARE	USA	Service	78844400 3/23/2006	3267947 7/24/2007	Loving Care Agency, Inc.
LOVING CARE PEDIATRIC HOMECARE & Design (Two hands inside heart)	USA	Service	78861840 4/14/2006	3260542 7/10/2007	Loving Care Agency, Inc.
HELP BRING THE CHILDREN HOME...	USA	Service	78845636 3/24/2006	3260491 7/10/2007	Loving Care Agency, Inc.
KIND HEARTS...SKILLED HANDS	USA	Service	78845640 3/24/2006	3285952 8/28/2007	Loving Care Agency, Inc.
"TOUCHING LIVES AN MAKING A DIFFERENCE"	USA	Service	78845659 3/24/2006	3260492 7/10/2007	Loving Care Agency, Inc.

2. TRADEMARK APPLICATIONS

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Owner
None.				