

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381045

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABCSS Holdings, LLC		04/18/2016	Limited Liability Company: DELAWARE
ABCSP, LLC		04/18/2016	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	TCF National Bank
Street Address:	71 S. Wacker Drive
Internal Address:	Suite 2110
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77307839	ABCUNIVERSITY
Serial Number:	77307833	ALWAYS BEST CARE
Serial Number:	78881065	ALWAYS BEST CARE SENIOR SERVICES ABC
Serial Number:	85027774	ALWAYS BEST CARE SENIOR SERVICES
Serial Number:	85648103	ALWAYS IN TOUCH
Serial Number:	85612591	BUILD A BUSINESS. MAKE A DIFFERENCE.
Serial Number:	77219091	HELPING OTHERS MAKING LIFE RICH ALWAYS

CORRESPONDENCE DATA

Fax Number:

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.

Email: rfloren@schiffhardin.com

Correspondent Name: Rebecca Floren

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 6600

Address Line 4: Chicago, ILLINOIS 60606

OP \$190.00 77307839

ATTORNEY DOCKET NUMBER:	41357-0041
NAME OF SUBMITTER:	Rebecca Floren
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	04/19/2016

Total Attachments: 20

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of April 18, 2016 by ABCSS Holdings, LLC, a Delaware limited liability company ("Holdings"), ABCSP, LLC, a California limited liability company ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of April 18, 2016 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein. In the event of any conflict or inconsistency between the terms of the Credit Agreement and this Agreement, the terms of this Agreement shall control.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all material works of authorship, copyright registrations and copyright applications including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks applications and registrations listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of such Obligor’s business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without Lender’s prior written consent, take any action or

enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent in a material respect with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Lender's prior written consent it will not take any action, or authorize any action to be taken by others subject to its control, including its licensees, or fail to take any action which would reasonably be expected to have a material adverse effect on the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, except for non-exclusive license agreements granted by Obligors in the Ordinary Course of Business (including without limitation to franchisees), without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor under the Licenses) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been finally adjudged invalid or unenforceable in whole or in part, and are not currently being formally challenged in any way in a proceeding before a governmental authority; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise, except to the extent the same is no longer material to such Obligor's business as determined by such Obligor in its reasonable business judgment; (iii) to the knowledge of such Obligor, each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to such Obligor's knowledge, no unresolved claim has been made in writing that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such applications and registrations in which such Obligor has any right, title or interest as of the Effective Date; (vii) such Obligor has all necessary rights to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use reasonable standards of quality in its manufacture of products sold under the Marks consistent in all material respects with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or

service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable with respect to any application or registration for which Obligor gives Lender notice hereunder; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms of the Credit Agreement, Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and prior written notice by Lender to each Obligor of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem reasonably necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent in all material respects with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business as determined by such Obligor in its reasonable business judgment, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to file an application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against material third-party infringement all rights in patent applications and issued patents constituting the Patents, in trademark or service mark applications, and trademark or service mark registrations constituting the Marks, and in copyright applications, and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. No Obligor shall abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

10. **Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement.

11. **Waivers.** No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may reasonably request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to, as Lender reasonably deems necessary to protect, preserve or realize upon the Patents, Marks, Copyrights and Licenses and Lender's security interest therein in order to effect the intent and purposes of this Agreement, (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender to maintain, enforce and protect the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender in such manner as is permitted by law, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

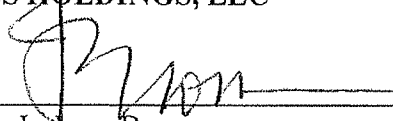
17. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN NEW YORK, NEW YORK. THIS AGREEMENT AND (EXCEPT AS EXPRESSLY PROVIDED THEREIN) THE OTHER FINANCING AGREEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

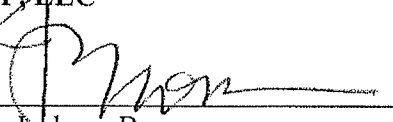
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

ABCSS HOLDINGS, LLC

By: 
Name: Jackson Brown
Title: President

ABCSP, LLC

By: 
Name: Jackson Brown
Title: President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

ABCSS HOLDINGS, LLC

By: _____
Name: Jackson Brown
Title: President

ABCSP, LLC

By: _____
Name: Jackson Brown
Title: President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: Thomas G. Karle
Name: Thomas G. Karle
Title: SVP

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
COPYRIGHTS

None.

SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None.


SCHEDULE D

TRADEMARKS, SERVICE MARKS



1. See attached schedule of trademarks.
2. See attached schedule of domain names.

DOMAIN HOST Updated: 04102016	COMPANY	EXPIRATION DATE	COUNTRY	AUTO RENEWAL	REDIRECT IF APPLIED
ALCFINDER.COM	Godaddy.com	9/5/2015	USA		
FINDASSISTEDLIVINGCOMMUNITIES.COM	Godaddy.com	9/5/2015	USA		
FINDASSISTEDLIVINGCOMMUNITY.COM	Godaddy.com	9/5/2015	USA		
OPTIONSFORASSISTEDLIVING.COM	Godaddy.com	9/5/2015	USA		
SENIORCOMMUNITYFINDER.COM	Godaddy.com	9/5/2015	USA		
SENIORLIVINGDETECTIVE.COM	Godaddy.com	9/5/2015	USA		
SLFINDER.COM	Godaddy.com	9/5/2015	USA		
ALCFINDER.INFO	Godaddy.com	9/6/2015	USA		
FINDASSISTEDLIVINGCOMMUNITIES.INFO	Godaddy.com	9/6/2015	USA		
OPTIONSFORASSISTEDLIVING.INFO	Godaddy.com	9/6/2015	USA		
SENIORLIVINGDETECTIVE.INFO	Godaddy.com	9/6/2015	USA		
SENIORCOMMUNITYFINDER.INFO	Godaddy.com	9/6/2015	USA		
SLFINDER.INFO	Godaddy.com	9/6/2015	USA		
ALWAYSBESTCAREPPC.COM	Godaddy.com	12/3/2015	USA		
Alwaysbestcare.com.mx	NetworkSolutions.com	5/1/2016	USA	YES	Default domain host page
Always-in-touch.com	NetworkSolutions.com	5/1/2016	USA	YES	Always-in-touch.com
ABC4FREE.COM	Godaddy.com	5/3/2016	USA	YES	http://www.franchisewithalwaysbestcare.com/
alwaysbestcare.com.au	Melbourne.com	6/21/2016	Australia	YES	http://www.alwaysbestcare.com.au/
alwaysbestcare.net.au	Melbourne.com	6/21/2016	Australia	YES	http://www.alwaysbestcare.com/
franchisewithalwaysbestcare.com.au	Melbourne.com	6/21/2016	Australia	YES	http://franchisewithalwaysbestcare.com.au/
abcdiscoverycenter.com.au	Melbourne.com	7/25/2016	Australia	YES	http://franchisewithalwaysbestcare.com.au/
abcdiscoverycenter.co.uk	Melbourne.com	8/3/2016	United Kingdom	YES	Default Joomla host page
abcdiscoverycenter.com.au	Melbourne.com	8/3/2016	Australia	YES	http://franchisewithalwaysbestcare.com.au/
alwaysbestcarecanada.com	Melbourne.com	8/5/2016	Canada	YES	http://www.alwaysbestcarecanada.ca/
SENIORCARECAROLINA.COM	Godaddy.com	8/25/2016	USA	YES	http://www.alwaysbestcare.com/co-op/north-carolina-co-op
abcdiscoverycenter.de	Melbourne.com	9/7/2016	Germany	YES	http://www.franchisewithalwaysbestcare.de/
franchisewithalwaysbestcare.de	Melbourne.com	9/7/2016	Germany	YES	franchisewithalwaysbestcare.de
immerbestpflege.de	Melbourne.com	9/7/2016	Germany	YES	alwaysbestcare.de
SENIORCAREDMV.COM	Godaddy.com	9/15/2016	USA	YES	http://www.alwaysbestcare.com/co-op/virginia-maryland-co-op
alwaysbestcare.de	Melbourne.com	10/1/2016	Germany	YES	alwaysbestcare.de
Seniorcaredmv.com	Godaddy.com	10/3/2016	USA	YES	http://www.alwaysbestcare.com/co-op/virginia-maryland-co-op
ABC-REGISTRATION.COM	Godaddy.com	10/10/2016	USA	YES	http://www.franchisewithalwaysbestcare.com
alwaysbestcare.at	Melbourne.com	10/24/2016	Austria	YES	http://www.alwaysbestcare.com/
alwaysbestcare.com.es	Melbourne.com	10/25/2016	Spain	YES	http://www.alwaysbestcare.com/
alwaysbestcare.se	Melbourne.com	10/26/2016	Sweden	YES	http://www.alwaysbestcare.com/
franchisewithalwaysbestcare.co.uk	Melbourne.com	10/26/2016	United Kingdom	YES	http://www.franchisewithalwaysbestcare.co.uk/
alwaysbestcare.co.uk	Melbourne.com	10/26/2016	United Kingdom	YES	http://alwaysbestcare.co.uk/
alwaysbestcare.nl	Melbourne.com	10/29/2016	Netherlands	YES	http://www.alwaysbestcare.com/
alwaysbestcare.be	Melbourne.com	10/30/2016	Belgium	YES	http://www.alwaysbestcare.com/
alwaysbestcare.dk	Melbourne.com	10/31/2016	Denmark	YES	http://www.alwaysbestcare.com/
alwaysbestcare.eu	Melbourne.com	10/31/2016	EU	YES	http://www.alwaysbestcare.com/
BESTCARECALIFORNIA.COM	Godaddy.com	11/3/2016	USA	YES	http://www.alwaysbestcare.com/co-op/california-co-op
BESTCARECALIFORNIA.COM	Godaddy.com	11/3/2016	USA	YES	http://www.alwaysbestcare.com/co-op/california-co-op
abcdiscoverycenter.cl	Melbourne.com	11/7/2016	Chile	YES	Melbourne Host default page
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alwaysbestcare.fr	Melbourne.com	11/8/2016	France	YES	http://alwaysbestcare.fr/
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abc-assistedliving.com	Hover.com	2/3/2017	USA	YES	Hover default page
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ABCSENIORS.TV	Godaddy.com	2/4/2017	USA	YES	http://www.alwaysbestcare.com
abcdiscoverycenter.com	Hover.com	2/4/2017	USA	YES	Joomla Page
abc-assistedlivingfinder.com	Hover.com	2/6/2017	USA	YES	Hover default page
abc-seniorlivingfinder.com	Hover.com	2/6/2017	USA	YES	Hover default page
alwaysbestcaremaryland.com	Hover.com	2/9/2017	USA	YES	alwaysbestcaremaryland.com
inhomecaremaryland.com	Hover.com	2/19/2017	USA	YES	inhomecaremaryland.com
alwaysbestcare.com.pt	Melbourne.com	2/28/2017	Portugal	YES	http://www.alwaysbestcare.com/
alwaysbestcare.org.uk	Melbourne.com	3/6/2017	United Kingdom	YES	http://alwaysbestcare.co.uk/
DISCOVER-ABC.COM	Godaddy.com	3/12/2017	USA	YES	www.alwaysbestcare.com
ALWAYSBESTCARE.TV	Godaddy.com	3/12/2017	USA	YES	http://www.franchisewithalwaysbestcare.com
DISCOVERABC.COM	Godaddy.com	3/12/2017	USA	YES	www.alwaysbestcare.com
freeabcrx.com	Hover.com	3/14/2017	USA	YES	freeabcrx.com
ABCSENIORS.COM	Godaddy.com	3/24/2017	USA	YES	http://www.alwaysbestcare.com/consumer-campaigns/abcseiors.com/campaign-abcseiors.com
Alwaysbestcare.com	NetworkSolutions.com	4/1/2017	USA	YES	Alwaysbestcare.com
abcdiscoverycenter.ca	Hover.com	4/6/2017	USA	YES	http://www.abcdiscoverycenter.ca/
abcdiscoverycenter.co.uk	Hover.com	4/6/2017	USA	YES	http://abcdiscoverycenter.co.uk/
alwaysbestcareconference.com	Hostmonster.com	4/24/2017	USA	YES	http://alwaysbestcareconference.com/
franchisewithalwaysbestcare.com	Hover.com	5/6/2017	USA	YES	franchisewithalwaysbestcare.com
ABCUNIVERSE.NET	Godaddy.com	12/2/2017	USA	YES	http://www.abcuniverse.net/
ALWAYSBESTCARE.BIZ	Godaddy.com	8/11/2018	USA	YES	http://www.alwaysbestcare.com/
ALWAYSBESTCARE.INFO	Godaddy.com	8/12/2018	USA	YES	ALWAYSBESTCARE.INFO
ALWAYSBESTCARE.NET	Godaddy.com	8/12/2018	USA	YES	www.alwaysbestcare.com
ALWAYSBESTCARE.ORG	Godaddy.com	8/12/2018	USA	YES	http://www.alwaysbestcare.com/
alwaysbestcarecanada.ca	Godaddy.com	8/12/2018	Canada	YES	alwaysbestcarecanada.ca
alwaysbestcareseniorservices.com	Register.com	2/14/2019	USA	YES	alwaysbestcareseniorservices.com
abc-seniors.com	Register.com	02/14/2017	USA	YES	http://www.alwaysbestcare.com/
abc-seniorservices.com	Register.com	02/14/2019	USA	YES	http://abc-seniorservices.com/
abcseiorservices.com	Register.com	02/14/2019	USA	YES	www.alwaysbestcare.com

ABCSP, Inc.
Active Trademark Portfolio Report
as of October 19, 2015

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS AND DESCRIPTION	STATUS	OWNER NAME
ALWAYS BEST CARE ABC SENIOR SERVICES & Color Design 	European Union	008243801	Apr 24, 2009	008243801	Nov 14, 2009	035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and/or operation of employee placement services for in-home, non-medical, health care businesses.	Registered	ABCSP, Inc.
ALWAYS BEST CARE	India	2163903	Jun 22, 2011			035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and /or operation of employee placement services for in-home, non-medical, health care businesses 043-Providing assistance to senior citizens seeking to determine assisted living facilities appropriate for their needs 044-Home health care services 045-Providing non-medical in-home personal services for individuals including checking home condition, supplies and individual well-being, scheduling appointments, running errands, making safety checks, and providing on-line information related to the personal services	Pending	ABCSP, Inc.

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MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS AND DESCRIPTION	STATUS	OWNER NAME
ALWAYS BEST CARE INDIA and Design 	India	2163904	Jun 22, 2011			035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and /or operation of employee placement services for in-home, non-medical, health care businesses 043-Providing assistance to senior citizens seeking to determine assisted living facilities appropriate for their needs 044-Home health care services 045-Providing non-medical in-home personal services for individuals including: checking home condition, supplies and individual well-being, scheduling appointments, running errands, making safety checks, and providing on-line information related to the personal services	Pending	ABCSP, Inc.
ABCUNIVERSITY	United States of America	77/307,839	Oct 18, 2007	3,559,688	Jan 13, 2008	035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and /or operation of employee placement services for in-home, non-medical, health care businesses	Registered	ABCSP, Inc.
ALWAYS BEST CARE	United States of America	77/307,833	Oct 18, 2007	3,563,688	Jan 26, 2009	035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and /or operation of employee placement services for in-home, non-medical, health care businesses	Registered	ABCSP, Inc.
ALWAYS BEST CARE ABC SENIOR SERVICES & Color Design 	United States of America	78/881,065	May 11, 2008	3,390,095	Feb 26, 2008	035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and/or operation of employee placement services for in-home, non-medical, health care businesses	Registered	ABCSP, Inc.

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MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS AND DESCRIPTION	STATUS	OWNER NAME
ALWAYS BEST CARE SENIOR SERVICES	United States of America	85/027,774	Apr 30, 2010	4,033,505	Oct 4, 2011	035-Employment agency services, namely, temporary placement of in-home, non-medical, health care providers; franchise services, namely, offering business management assistance in the establishment and operation of employee placement service for in-home, non medical, health care business.	Registered	ABCSP, Inc.
ALWAYS IN TOUCH	United States of America	85/648,103	Jun 11, 2012	4,327,200	Apr 30, 2013	045-Providing a personal support service for seniors and disabled persons whereby periodic contact is made with said individuals via telephone, text message, email, and other means for the purpose of conducting reassurance checks and for social conversation purposes	Registered	ABCSP, Inc., DBA Always Best Care Senior Services
BUILD A BUSINESS. MAKE A DIFFERENCE.	United States of America	85/612,591	Apr 30, 2012	4,261,211	Oct 18, 2007	035-Franchising, namely, offering business management assistance in the establishment and/or operation of in home care for seniors and assisted living placement services	Registered	ALWAYS BEST CARE SENIOR SERVICES
HELPING OTHERS MAKING LIFE RICH ALWAYS	United States of America	77/219,091	Jun 29, 2007	3,385,422	Feb 19, 2008	035-Employment placement for in-home, non-medical health care; franchising, namely, offering technical assistance in the establishment and/or operation of employee placement services for in-home, non-medical, health care businesses	Registered	ABCSP, Inc.

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SCHEDULE E
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None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

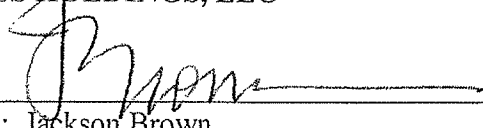
STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that ABCSS Holdings, LLC, a Delaware limited liability company ("Holdings"), ABCSP, LLC, a California limited liability company ("Borrower"; Holdings and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated April 18, 2016 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor after a Default (as defined in the Collateral Agreement) shall have occurred and be continuing:

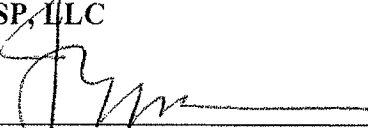
1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents, copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, solely as necessary for Lender to effect the intent and purpose of the Collateral Agreement and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of APRIL 18, 2016, among the Obligors and the Lender and may not be revoked until the Payment in Full of all Liabilities (as such terms are defined in the Collateral Agreement).

ABCSS HOLDINGS, LLC

By: 
Name: Jackson Brown
Title: President

ABCSP, LLC

By: 
Name: Jackson Brown
Title: President