

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement pursuant to that certain Second Lien Credit and Guaranty Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harden Healthcare Texas, LP, a Texas limited partnership, by Harden Healthcare, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
Harden Healthcare, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Harden HC Texas Holdco, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Harden Home Health, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Hawkeye Health Services, Inc., an Iowa corporation		11/28/2007	CORPORATION:
Jackson Healthcare Systems, Inc, a Texas corporation		11/28/2007	CORPORATION:
Missouri Home Care of Rolla, Inc., a Missouri corporation		11/28/2007	CORPORATION:
American Homecare Management Corp., a Delaware corporation		11/28/2007	CORPORATION:
Girling Health Care, Inc., a Texas corporation		11/28/2007	CORPORATION:
Girling Health Care of New York, Inc., a New York corporation		11/28/2007	CORPORATION:
Girling Health Care Services, Inc., a Texas corporation		11/28/2007	CORPORATION:
Girling Health Care Services of Knoxville, Inc., a Tennessee corporation		11/28/2007	CORPORATION:
First Home Health, Inc., a West Virginia corporation		11/28/2007	CORPORATION:
Nursing Care-Home Health Agency, Inc., a West Virginia corporation		11/28/2007	CORPORATION:
Health Care Pharmacy, Inc., a West Virginia corporation		11/28/2007	CORPORATION:

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Harden Hospice, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Bethany Hospice, LLC, a Delaware limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Lighthouse Hospice Management, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Lighthouse Hospice - Coastal Bend, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Lighthouse Hospice - San Antonio, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Lighthouse Hospice Partners, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Harden Pharmacy, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Triscript Leasing, LLC, a Texas limited liability company, by Harden Healthcare, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
Harden Therapy, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
MBS Leasing, LLC, a Texas limited liability company, by Harden Healthcare, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
CTLTC Real Estate, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Georgetown NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Pflugerville NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Pflugerville AL, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Austin NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Austin NC II,			

TRADEMARK

REEL: 003672 FRAME: 0142

LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Trinity NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Georgetown AL, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Temple NC I, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Temple NC II, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Temple NC III, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Temple NC IV, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Babcock NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Windcrest NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Wurzbach NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Corpus Christi NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a		11/28/2007	LIMITED LIABILITY COMPANY:

LIMITED LIABILITY
TRADEMARK

Texas limited liability company, its sole manager			COMPANY:
PM Management - Corpus Christi NC II, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Corpus Christi NC III, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Sinton NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Portland NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Portland AL, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - San Angelo NC I, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - San Angelo NC II, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - New Braunfels NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Management - Park Valley NC, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
Trisun Healthcare, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
CapWest - Texas, LLC, a Texas limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:

TRADEMARK

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HHC San Antonio Northwest NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Park Valley NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Babcock NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Pflugerville AL, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Trinity NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
PM Texas Leasing Company, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
PM Texas Systems, LLC, a Texas limited liability company, by Major Timbers, LLC, a Texas limited liability company, its sole manager		11/28/2007	LIMITED LIABILITY COMPANY:
Jackson Healthcare Enterprises, Inc., a Texas corporation		11/28/2007	CORPORATION:
HHC New Braunfels NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Windcrest NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC San Angelo II NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Wurzbach NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:
HHC Sinton NC, LP, a Texas limited partnership, by CapWest - Texas,		11/28/2007	LIMITED PARTNERSHIP:

TRADEMARK

REEL: 003672 FRAME: 0145

LLC, a Texas limited liability company, its general partner			
HHC Pflugerville NC, LP, a Texas limited partnership, by CapWest - Texas, LLC, a Texas limited liability company, its general partner		11/28/2007	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2878069	HARDEN HEALTHCARE
Registration Number:	2973305	TRISUN HEALTHCARE
Registration Number:	3109937	MBS
Registration Number:	3023632	GIRLING HOSPICE

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: sroberts@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs, LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024962.0108
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	12/05/2007

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of November, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit and Guaranty Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit and Guaranty Agreement") by and among Harden Healthcare Texas, LP, a Texas limited partnership ("Holdings"), certain Subsidiaries of Holdings, as Companies, certain Subsidiaries of Holdings, as Guarantors, the Lenders from time to time party thereto and Silver Point Finance, LLC, as Administrative Agent, Collateral Agent, Lead Arranger, Syndication Agent and Documentation Agent, the Secured Parties are willing to make certain financial accommodations available to the Companies from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Companies as provided for in the Credit and Guaranty Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) all of its Trademarks and Trademark Intellectual Property Licenses (excluding those Trademark Intellectual Property Licenses, which by their express terms cannot be transferred, assigned or encumbered) to which it is a party including those referred to on Schedule I hereto;

b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration; provided, however, that prior to any new trademark registration Grantor shall give Collateral Agent ten (10) days prior written notice of such new trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW.

a) THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES (OTHER THAN THE PROVISIONS OF 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER CREDIT DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE OF NEW YORK AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH TRADEMARK COLLATERAL OR OTHER

PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SUBSECTION.

c) EACH GRANTOR AND EACH SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND

ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND EACH SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

9. INTERCREDITOR AGREEMENT CONTROLS. This Trademark Security Agreement and the Security Interest in the Trademark Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Intercreditor Agreement, as more particularly described therein. Prior to the termination of all First Lien Debt (as defined in the Intercreditor Agreement):

a) No Grantor shall be obligated (and the First Lien Agent and the Collateral Agent shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take such action, would be prohibited by, or would in any way conflict with, the Intercreditor Agreement.

b) In the event of a direct conflict between the terms and provisions of this Trademark Security Agreement and the terms and provisions of that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "***First Lien Trademark Security Agreement***") dated of even date herewith, by and among the Grantors and the First Lien Agent, it is the intention of the Grantors, the First Lien Agent and the Collateral Agent that such provisions shall be read together and construed, to the fullest extent possible, to be in concert with each other; provided, however, in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the First Lien Trademark Security Agreement shall control and, in such case, no Grantor shall be in breach of its obligations under this Trademark Security Agreement as a result of complying with the terms and provisions of the First Lien Trademark Security Agreement; provided that, notwithstanding the foregoing, nothing contained in this Section 9 shall limit or otherwise adversely affect the grant of a Security Interest in the Trademark Collateral under this Trademark Security Agreement.

c) Collateral Agent acknowledges and agrees that the exercise of all rights and remedies hereunder in respect of the Trademark Collateral shall be considered “Enforcement Actions” as defined in the Intercreditor Agreement, subject to the terms thereof.

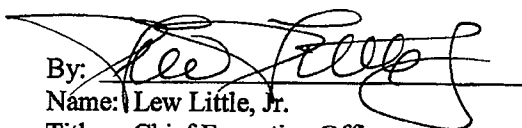
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

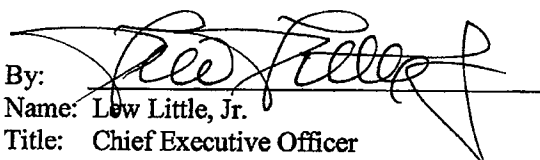
GRANTORS:

HARDEN HEALTHCARE TEXAS, LP,
a Texas limited partnership

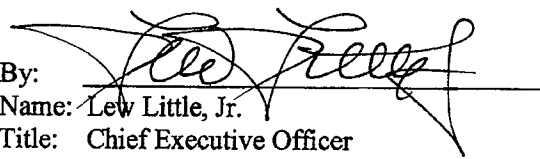
By: Harden Healthcare, LLC,
a Texas limited liability company, its
general partner

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

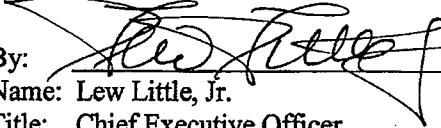
HARDEN HEALTHCARE, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

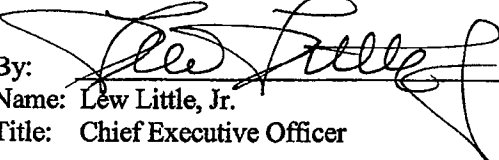
HARDEN HC TEXAS HOLDCO, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

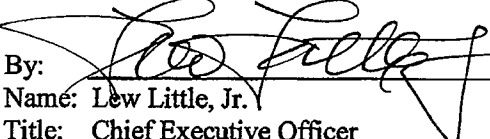
HARDEN HOME HEALTH, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

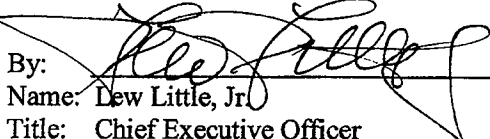
HAWKEYE HEALTH SERVICES, INC.,
an Iowa corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

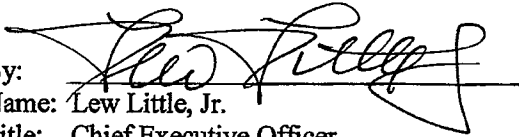
**JACKSON HEALTHCARE SYSTEMS,
INC,**
a Texas corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

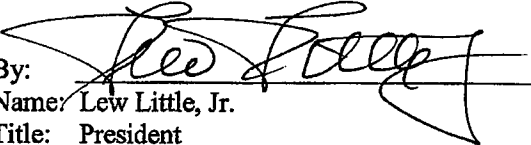
**MISSOURI HOME CARE OF ROLLA,
INC.,**
a Missouri corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

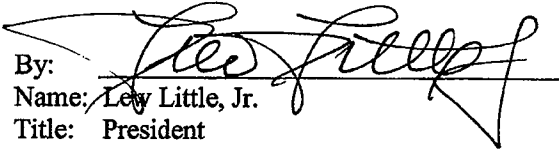
**AMERICAN HOMECARE
MANAGEMENT CORP.,**
a Delaware corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

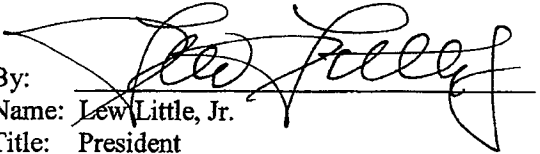
GIRLING HEALTH CARE, INC.,
a Texas corporation

By: 
Name: Lew Little, Jr.
Title: President

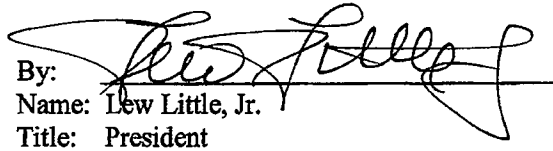
**GIRLING HEALTH CARE OF NEW
YORK, INC.,**
a New York corporation

By: 
Name: Lew Little, Jr.
Title: President

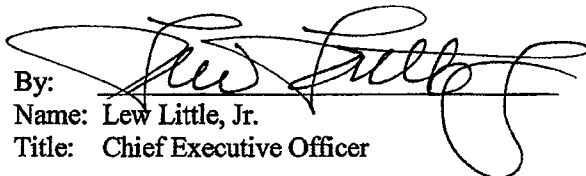
**GIRLING HEALTH CARE SERVICES,
INC.,**
a Texas corporation

By: 
Name: Lew Little, Jr.
Title: President

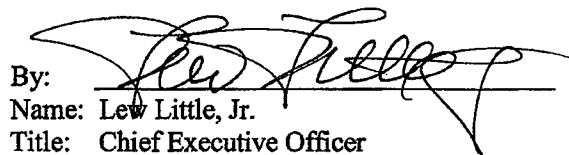
**GIRLING HEALTH CARE SERVICES OF
KNOXVILLE, INC.,**
a Tennessee corporation

By: 
Name: Lew Little, Jr.
Title: President

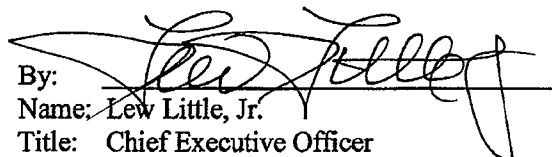
FIRST HOME HEALTH, INC.,
a West Virginia corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

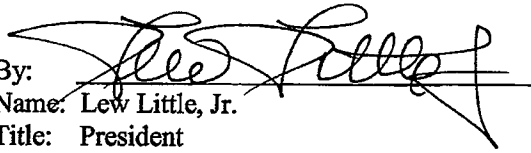
**NURSING CARE-HOME HEALTH
AGENCY, INC.,**
a West Virginia corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

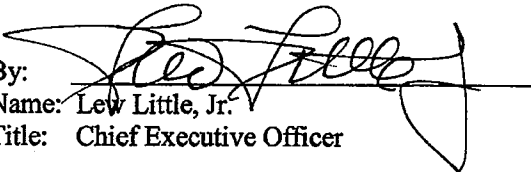
HEALTH CARE PHARMACY, INC.,
a West Virginia corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

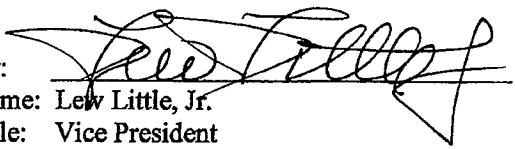
HARDEN HOSPICE, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: President

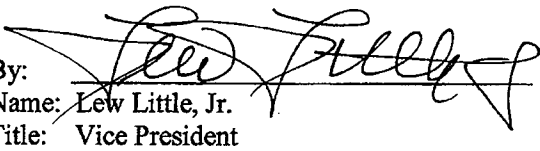
BETHANY HOSPICE, LLC,
a Delaware limited liability company

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

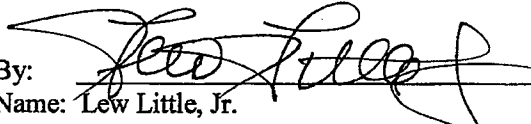
**LIGHTHOUSE HOSPICE
MANAGEMENT, LLC,**
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Vice President

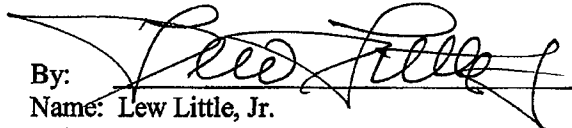
**LIGHTHOUSE HOSPICE – COASTAL
BEND, LLC,**
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Vice President

**LIGHTHOUSE HOSPICE – SAN
ANTONIO, LLC,**
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Vice President

**LIGHTHOUSE HOSPICE PARTNERS,
LLC,**
a Texas limited liability company

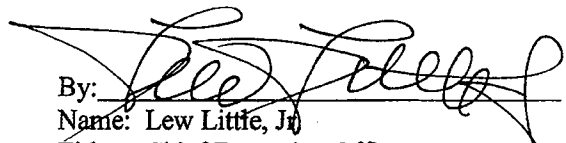
By: 
Name: Lew Little, Jr.
Title: Vice President

HARDEN PHARMACY, LLC,
a Texas limited liability company

By: _____
Name: James Tompkins
Title: President

TRISCRIP LEASING, LLC,
a Texas limited liability company

By: Harden Healthcare, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

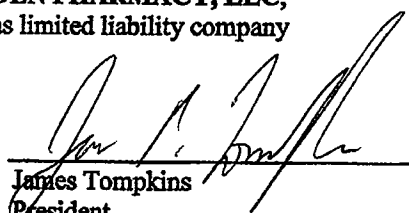
**LIGHTHOUSE HOSPICE – SAN
ANTONIO, LLC,**
a Texas limited liability company

By: _____
Name: Lew Little, Jr.
Title: Vice President

**LIGHTHOUSE HOSPICE PARTNERS,
LLC,**
a Texas limited liability company

By: _____
Name: Lew Little, Jr.
Title: Vice President

HARDEN PHARMACY, LLC,
a Texas limited liability company

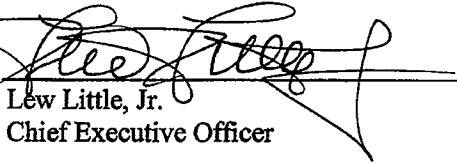
By:  _____
Name: James Tompkins
Title: President

TRISCRIP T LEASING, LLC,
a Texas limited liability company

By: Harden Healthcare, LLC, a Texas limited
liability company, its sole manager

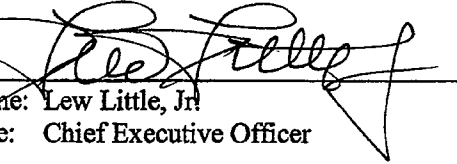
By: _____
Name: Lew Little, Jr.
Title: Chief Executive Officer

HARDEN THERAPY, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

MBS LEASING, LLC,
a Texas limited liability company

By: Harden Healthcare, LLC, a Texas limited
liability company, its sole manager

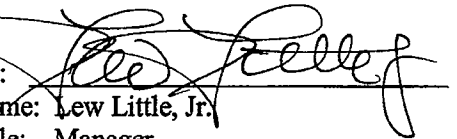
By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

CTLTC REAL ESTATE, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Chairman

**PM MANAGEMENT – GEORGETOWN
NC, LLC,**
a Texas limited liability company

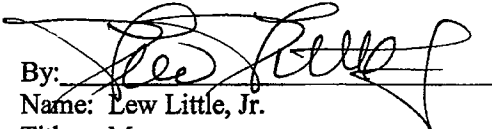
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – PFLUGERVILLE
NC, LLC,**

a Texas limited liability company

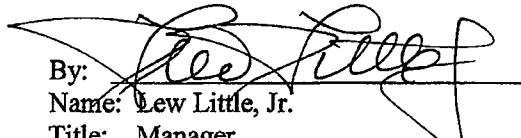
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – PFLUGERVILLE
AL, LLC,**

a Texas limited liability company

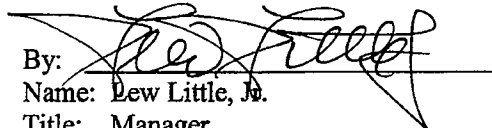
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

PM MANAGEMENT – AUSTIN NC, LLC,

a Texas limited liability company

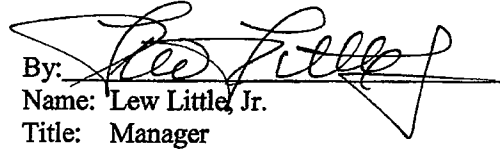
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – AUSTIN NC II,
LLC,**

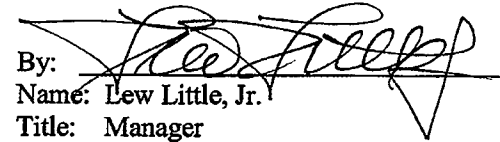
a Texas limited liability company

By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

PM MANAGEMENT – TRINITY NC, LLC,
a Texas limited liability company

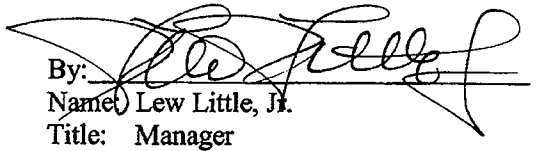
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – GEORGETOWN
AL, LLC,**

a Texas limited liability company

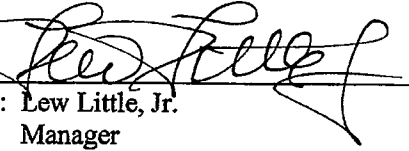
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – TEMPLE NC I,
LLC,**

a Texas limited liability company

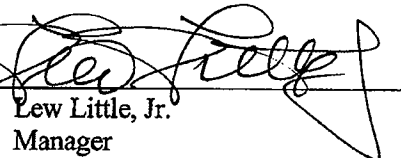
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – TEMPLE NC II,
LLC,**

a Texas limited liability company

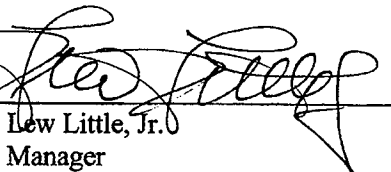
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – TEMPLE NC III,
LLC,**

a Texas limited liability company

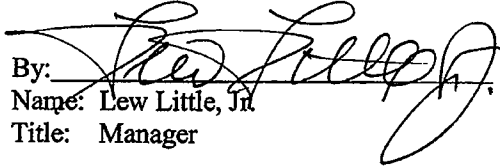
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – TEMPLE NC IV,
LLC,**

a Texas limited liability company

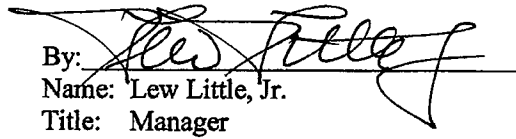
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – BABCOCK NC,
LLC,**

a Texas limited liability company

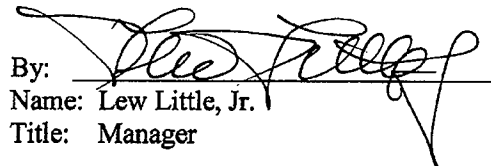
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – WINDCREST NC,
LLC,**

a Texas limited liability company

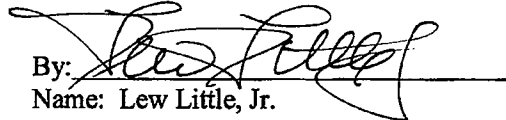
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – WURZBACH NC,
LLC,**

a Texas limited liability company

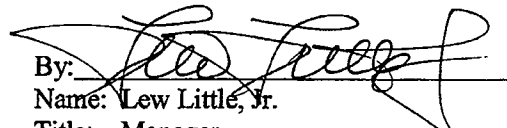
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – CORPUS CHRISTI
NC, LLC,**

a Texas limited liability company

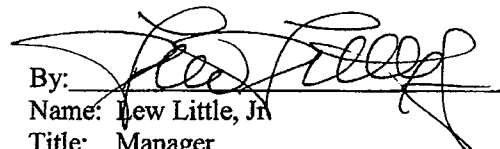
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – CORPUS CHRISTI
NC II, LLC,**

a Texas limited liability company

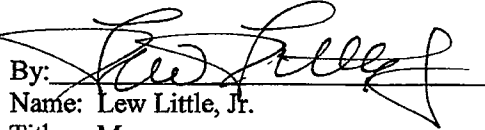
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – CORPUS CHRISTI
NC III, LLC,**

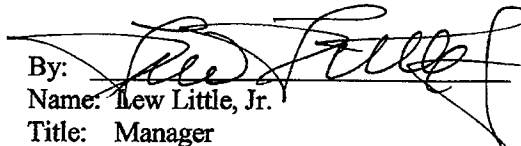
a Texas limited liability company

By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

PM MANAGEMENT – SINTON NC, LLC,
a Texas limited liability company

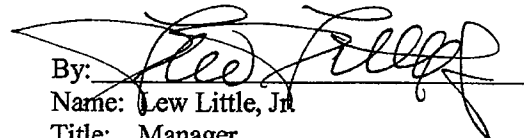
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – PORTLAND NC,
LLC,**

a Texas limited liability company

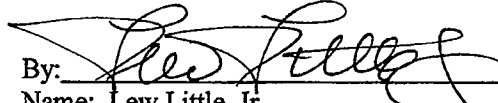
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – PORTLAND AL,
LLC,**

a Texas limited liability company

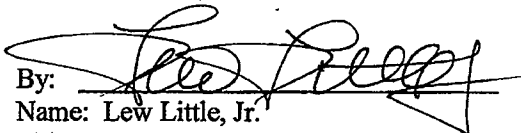
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – SAN ANGELO NC
I, LLC,**

a Texas limited liability company

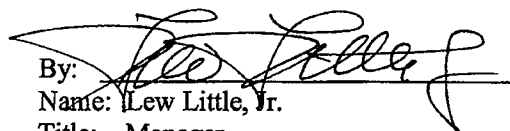
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – SAN ANGELO NC
II, LLC,**

a Texas limited liability company

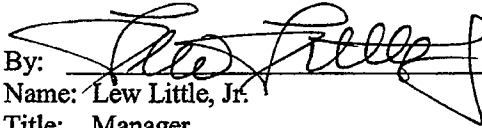
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

**PM MANAGEMENT – NEW BRAUNFELS
NC, LLC,**

a Texas limited liability company

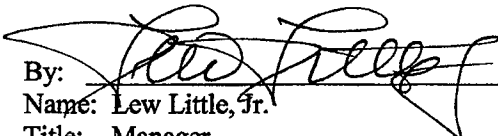
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

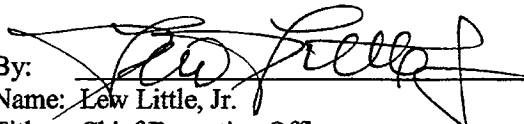
**PM MANAGEMENT – PARK VALLEY
NC, LLC,**

a Texas limited liability company

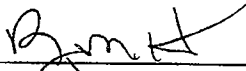
By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

By: 
Name: Lew Little, Jr.
Title: Manager

TRISUN HEALTHCARE, LLC,
a Texas limited liability company

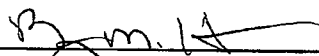
By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

CAPWEST - TEXAS, LLC,
a Texas limited liability company

By: 
Name: Benjamin Hanson
Title: Manager

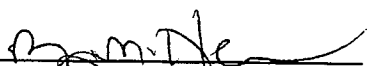
HHC PARK VALLEY NC, LP
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

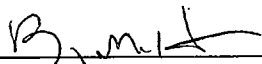
HHC SAN ANTONIO NORTHWEST NC, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

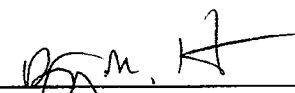
HHC BABCOCK NC, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited
liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

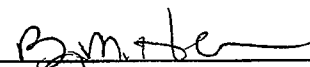
HHC PFLUGERVILLE AL, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited
liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

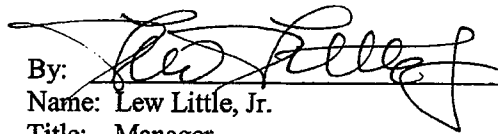
HHC TRINITY NC, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited
liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

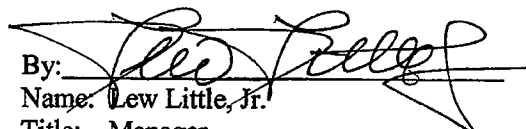
PM TEXAS LEASING COMPANY, LLC,
a Texas limited liability company

By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

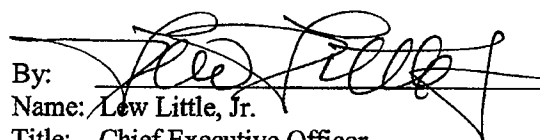
By: 
Name: Lew Little, Jr.
Title: Manager

PM TEXAS SYSTEMS, LLC,
a Texas limited liability company

By: Major Timbers, LLC, a Texas limited
liability company, its sole manager

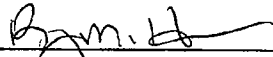
By: 
Name: Lew Little, Jr.
Title: Manager

**JACKSON HEALTHCARE
ENTERPRISES, INC.,**
a Texas corporation

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

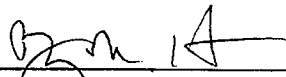
HHC NEW BRAUNFELS NC, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

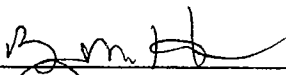
HHC WINDCREST NC, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

HHC SAN ANGELO II NC, LP,
a Texas limited partnership

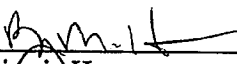
By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

HHC WURZBACH NC, LP,

a Texas limited partnership

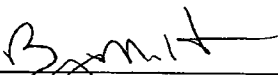
By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

HHC SINTON NC, LP,

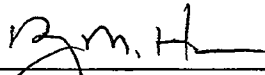
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager


HHC PFLUGERVILLE NC, LP,
a Texas limited partnership

By: CapWest - Texas, LLC, a Texas limited
liability company, its general partner

By: 
Name: Benjamin Hanson
Title: Manager

AGENT:

SILVER POINT FINANCE, LLC, as Agent

By: 
Name: Richard Petrilli
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Harden Healthcare, LLC	USA	Harden Healthcare	2878069	August 24, 2004
Harden Healthcare, LLC	USA	TRISUN Healthcare	2973305	July 19, 2005
Harden Healthcare, LLC	USA	MBS	3109937	June 27, 2006
Girling Health Care, Inc.	USA	Girling Hospice	3023632	December 6, 2005