

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILVER POINT FINANCE, LLC, as Existing Agent		04/03/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO Foothill, INC., as Successor Agent		
Street Address:	2450 COLORADO AVENUE		
Internal Address:	SUITE 3000W		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
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:	(213)996-3123		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836123		
Email:	bethanyware@paulhastings.com		
Correspondent Name:	Bethany Ware		
Address Line 1:	515 SOUTH FLOWER STREET		
Address Line 2:	25th FLOOR		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45035.00283		

CH \$115.00 2878069

NAME OF SUBMITTER:	Bethany L. Ware
Signature:	/Bethany L. Ware/
Date:	04/04/2008

Total Attachments: 10

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is executed as of April 3, 2008 ("Assignment Effective Date"), by SILVER POINT FINANCE, LLC ("Silver Point"), in its capacity as collateral agent (in such capacity, "Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below).

WITNESSETH:

WHEREAS, Existing Agent is party to that certain First Lien Credit and Guaranty Agreement (as amended, supplemented or modified from time to time, the "Credit Agreement"), dated as of November 28, 2007, by and among Harden Healthcare Texas, LP, a Texas limited partnership ("Holdings"), Harden Healthcare, LLC, a Texas limited liability company and the sole general partner of Holdings, certain Subsidiaries of Holdings, as Companies, certain Subsidiaries of Holdings, as Guarantors, the lenders from time to time party thereto (each an "Existing Lender" and together with each of its successors and permitted assigns, individually, a "Lender", and, collectively, the "Lenders"), Silver Point Finance, LLC ("Silver Point"), as Syndication Agent and Lead Arranger, FirstLight Financial Corporation, as Documentation Agent, Wells Fargo Foothill, Inc. ("WFF"), as successor administrative agent to Silver Point, as the Administrative Agent (in such capacity, "Administrative Agent"), and Existing Agent;

WHEREAS, the grantors listed on the signature pages thereof ("Grantors") and Existing Agent are parties to that certain Trademark Security Agreement dated as of November 28, 2007 (as amended, supplemented or modified from time to time, the "Trademark Security Agreement") concerning the trademarks and trademark applications shown on Schedule 1 attached hereto, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 5, 2007 at Reel 003672, Frame 0018;

WHEREAS, contemporaneously herewith, Existing Agent, Administrative Agent, Documentation Agent, Syndication Agent, certain of the Existing Lenders signatory thereto, and the Credit Parties are entering into that certain Resignation and Appointment of Agents Agreement of even date hereof (the "Resignation Agreement"), pursuant to which Existing Agent shall resign and certain of the Existing Lenders shall appoint WFF, as successor collateral agent ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent, Grantors and Existing Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined above).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Resignation Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to Successor Agent, in its capacity as Collateral Agent, for the benefit of Secured Parties, all of the rights, title and interest of Secured Parties in, to and under the Trademark Security Agreement.

2. Further Assurances. Existing Agent, agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantors shall pay all costs and expenses of Existing Agent and Successor Agent, including the fees and expenses of counsel to the Existing Agent and the Successor Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

"EXISTING AGENT"

SILVER POINT FINANCE, LLC,
a Delaware limited liability company,
in its capacity as Existing Agent

By: _____

Name: _____

Title: _____

"SUCCESSOR AGENT"

WELLS FARGO FOOTHILL, INC.,
a California corporation,
in its capacity as Successor Agent

By:  _____

Name: Peter Taylor

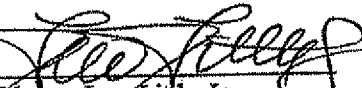
Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

"GRANTORS"

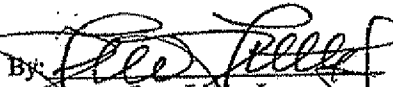
HARDEN HEALTHCARE TEXAS, LP,
a Texas limited partnership

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

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


HARDEN HEALTHCARE SERVICES, LLC,
a Texas limited liability company

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

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

TRISCRIP LEASING, LLC,
a Texas limited liability company
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

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

HARDEN HEALTHCARE, LLC,
a Texas limited liability company
HARDEN HC TEXAS HOLDCO, LLC,
a Texas limited liability company
HARDEN HOME HEALTH, LLC,
a Texas limited liability company
HAWKEYE HEALTH SERVICES, INC.,
an Iowa corporation
JACKSON HEALTHCARE SYSTEMS, INC,
a Texas corporation
MISSOURI HOME CARE OF ROLLA, INC.,
a Missouri corporation
**AMERICAN HOMECARE MANAGEMENT
CORP.,**
a Delaware corporation
FIRST HOME HEALTH, INC.,
a West Virginia corporation
**NURSING CARE-HOME HEALTH AGENCY,
INC.,**
a West Virginia corporation
HEALTH CARE PHARMACY, INC.,
a West Virginia corporation
BETHANY HOSPICE, LLC,
a Delaware limited liability company
HARDEN THERAPY, LLC,
a Texas limited liability company
TRISUN HEALTHCARE, LLC,
a Texas limited liability company

By: 

Name: Lew Little, Jr.

Title: Chief Executive Officer

CTLTC REAL ESTATE, LLC,
a Texas limited liability company

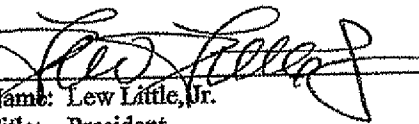
By: 

Name: Lew Little, Jr.

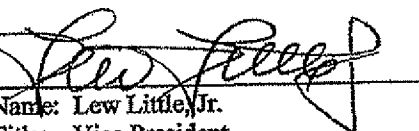
Title: Chairman

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

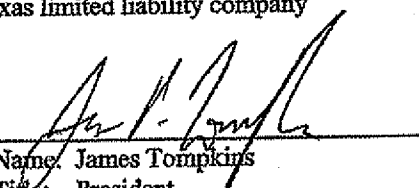
GIRLING HEALTH CARE, INC.,
a Texas corporation
**GIRLING HEALTH CARE OF NEW YORK,
INC.,**
a New York corporation
GIRLING HEALTH CARE SERVICES, INC.,
a Texas corporation
**GIRLING HEALTH CARE SERVICES OF
KNOXVILLE, INC.,**
a Tennessee corporation
HARDEN HOSPICE, LLC,
a Texas limited liability company

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

**LIGHTHOUSE HOSPICE MANAGEMENT,
LLC,**
a Texas limited liability company
**LIGHTHOUSE HOSPICE - COASTAL BEND,
LLC,**
a Texas limited liability company
**LIGHTHOUSE HOSPICE - SAN ANTONIO,
LLC,**
a Texas limited liability company
LIGHTHOUSE HOSPICE PARTNERS, LLC,
a Texas limited liability company

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

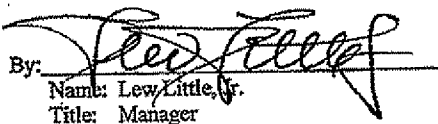
HARDEN PHARMACY, LLC,
a Texas limited liability company

By: 
Name: James Tompkins
Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

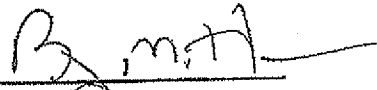
PM MANAGEMENT – GEORGETOWN NC, LLC,
a Texas limited liability company
PM MANAGEMENT – PFLUGERVILLE NC, LLC,
a Texas limited liability company
PM MANAGEMENT – PFLUGERVILLE AL, LLC,
a Texas limited liability company
PM MANAGEMENT – AUSTIN NC, LLC,
a Texas limited liability company
PM MANAGEMENT – AUSTIN NC II, LLC,
a Texas limited liability company
PM MANAGEMENT – TRINITY NC, LLC,
a Texas limited liability company
PM MANAGEMENT – GEORGETOWN AL, LLC,
a Texas limited liability company
PM MANAGEMENT – TEMPLE NC I, LLC,
a Texas limited liability company
PM MANAGEMENT – TEMPLE NC II, LLC,
a Texas limited liability company
PM MANAGEMENT – TEMPLE NC III, LLC,
a Texas limited liability company
PM MANAGEMENT – TEMPLE NC IV, LLC,
a Texas limited liability company
PM MANAGEMENT – BABCOCK NC, LLC,
a Texas limited liability company
PM MANAGEMENT – WINDCREST NC, LLC,
a Texas limited liability company
PM MANAGEMENT – WURZBACH NC, LLC,
a Texas limited liability company
PM MANAGEMENT – CORPUS CHRISTI NC, LLC,
a Texas limited liability company
PM MANAGEMENT – CORPUS CHRISTI NC II, LLC,
a Texas limited liability company
PM MANAGEMENT – CORPUS CHRISTI NC III, LLC,
a Texas limited liability company
PM MANAGEMENT – SINTON NC, LLC,
a Texas limited liability company
PM MANAGEMENT – PORTLAND NC, LLC,
a Texas limited liability company
PM MANAGEMENT – PORTLAND AL, LLC,
a Texas limited liability company
PM MANAGEMENT – SAN ANGELO NC I, LLC,
a Texas limited liability company
PM MANAGEMENT – SAN ANGELO NC II, LLC,
a Texas limited liability company
PM MANAGEMENT – NEW BRAUNFELS NC, LLC,
a Texas limited liability company
PM MANAGEMENT – PARK VALLEY NC, LLC,
a Texas limited liability company

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

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

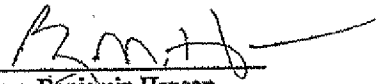
[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

CAPWEST - TEXAS, LLC,
a Texas limited liability company

By: 
Name: Benjamin Hanson
Title: Manager

HHC PARK VALLEY NC, LP,
a Texas limited partnership
HHC SAN ANTONIO NORTHWEST NC, LP,
a Texas limited partnership
HHC BABCOCK NC, LP,
a Texas limited partnership
HHC PELUGERVILLE AL, LP,
a Texas limited partnership
HHC TRINITY NC, LP,
a Texas limited partnership
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

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

**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