

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		08/16/2010	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Gentiva Health Services, Inc.
<b>Street Address:</b>	3 Huntington Quadrangle, Suite 2005
<b>City:</b>	Melville
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11747
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3464098	
Registration Number:	3464097	GENTIVA
Registration Number:	3430064	LAZARUS HOUSE
Registration Number:	3233987	GENTIVA UNIVERSITY
Registration Number:	3303130	GREAT HEALTHCARE HAS COME HOME
Registration Number:	3099188	SAFE STRIDES
Registration Number:	2717717	GENTIVA
Registration Number:	3218460	CASEMATCH
Registration Number:	1675442	
Registration Number:	1637226	THE HUG CENTER
Registration Number:	1408050	THE HUG CENTER
Registration Number:	2334164	HEALTHFIELD
Registration Number:	3223476	
Registration Number:	3291699	

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Registration Number:	2947081	
Registration Number:	2947082	
Registration Number:	2786847	GENTIVA
Registration Number:	2717765	LIFESMART
Registration Number:	1722858	REHAB WITHOUT WALLS
Registration Number:	1841527	RWW

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3303  
Email: Michael.Violet@wolterskluwer.com  
Correspondent Name: Michael Violet  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Corporation  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	08/24/2010

Total Attachments: 4  
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source=COPY 2 Gentiva Release#page4.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is given as of this 16<sup>th</sup> day of August, 2010, by Lehman Commercial Paper Inc., located at 1271 Avenue of the America, 38th Floor, New York, New York 10020 (“Assignor”), as Administrative Agent for itself and the Lenders, in favor of Gentiva Health Services, Inc. located at 3 Huntington Quadrangle, Suite 200S, Melville, New York 11747 (“Assignee”). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the Credit Agreement or Security Agreement (each as defined below).

**WHEREAS**, Gentiva Health Services, Inc., as Borrower, Lehman Commercial Paper Inc., as Administrative Agent and the other parties thereto entered into that certain Credit Agreement, dated as of February 28, 2006 (as further amended, modified, supplemented or restated, and in effect from time to time, the “Credit Agreement”);

**WHEREAS**, as a condition precedent to the Lenders’ making any Loans or otherwise extending credit to the Borrower under the Credit Agreement, the Assignees executed and delivered to the Assignor, for the benefit of the Lenders and the Assignor, that certain Intellectual Property Security Agreement, dated as of February 28, 2006, among the Assignees and the Assignor, (as amended, modified, supplemented or restated, and in effect from time to time, the “Security Agreement”);

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office on March 10, 2006, at Reel 003265 /Frame 0001;

**WHEREAS**, pursuant to the Security Agreement, each of the Assignees unconditionally granted to Assignor, for the benefit of the Lenders and the Assignor, to secure the payment and performance in full of all of the Obligations, a security interest in and pledged to the Assignor, for the benefit of the Lenders and the Assignor, the Collateral, including all general intangibles, including the trademark registrations and applications listed on Schedule 1 hereto (collectively, the “Trademark Collateral”);

**WHEREAS**, the Obligations have now been paid and performed in full and Assignor and Assignees desire that Assignor terminate and release its security interest in and to the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Assignor hereby terminates, releases and discharges fully its security interest, and reconveys, transfers and assigns to Assignee, without recourse, any rights it may have, in and to Assignees’ right, title and interest in or to the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1 hereto. Assignor further terminates, releases, and discharges fully any security interest granted to it, and reconveys, transfers and assigns to Assignees, without recourse, any rights it may

have, in or to any Collateral consisting of trademarks, service marks, or trademark and service mark rights, together with any goodwill connected with the use of and symbolized thereby, pursuant to the Security Agreement or any Trademark Security Agreement executed and delivered by Assignee to the Assignor pursuant to the Security Agreement.

Assignor hereby authorizes Assignees or Assignee's authorized representative to, at the sole expense of the Assignees, (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Intellectual Property Collateral, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, intending to be legally bound, Assignor has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed as of the date first above written.

**ASSIGNOR:**

**LEHMAN COMMERCIAL PAPER INC.,**  
as Administrative Agent

By: 

Name: Ahuva Schwager

Title: Senior Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS] NY\1671604

**TRADEMARK**  
**REEL: 004265 FRAME: 0860**

**SCHEDULE 1 TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**TRADEMARKS**

*Domestic Trademarks*

Registrations:

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>RECORDATION DATE</u>
Gentiva Health Services, Inc.	Cross Shaped Logo	3464098	3/10/2006
Gentiva Health Services, Inc.	GENTIVA (with cross shaped dotted logo design)	3464097	3/10/2006
Gentiva Health Services, Inc.	LAZARUS HOUSE	3430064	N/A
Gentiva Health Services, Inc.	GENTIVA UNIVERSITY	3233987	3/10/2006
Gentiva Health Services, Inc.	GREAT HEALTHCARE HAS COME	3303130	3/10/2006
Gentiva Health Services, Inc.	SAFE STRIDES	3099188	3/10/2006
Gentiva Health Services Holding Corp.	GENTIVA	2717717	3/10/2006
Gentiva Health Services Holding Corp.	CASEMATCH	3218460	3/10/2006
Healthfield, Inc.	Miscellaneous Design (Bear in Circle)	1675442	3/10/2006
Healthfield, Inc.	THE HUG CENTER (Bear in Circle)	1637226	3/10/2006
Healthfield, Inc.	THE HUG CENTER	1408050	3/10/2006
Healthfield, Inc.	HEALTHFIELD, INC.	2334164	3/10/2006
The Healthfield Group, Inc.	Miscellaneous Design (Bird w/ sunset behind it)	3223476	3/10/2006
The Healthfield Group, Inc.	Miscellaneous Design (Caduceus within square)	3291699	3/10/2006
OHS Service Corp.	Butterfly Design	2947081	3/10/2006
OHS Service Corp.	Butterfly Design (with line)	2947082	3/10/2006 ✓
OHS Service Corp.	GENTIVA & design	2786847	3/10/2006
OHS Service Corp.	LIFESMART	2717765	3/10/2006
OHS Service Corp.	REHAB WITHOUT WALLS	1722858	3/10/2006
OHS Service Corp.	RWW	1841527	3/10/2006

*Foreign Trademarks*

None.