

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gentiva Health Services, Inc.		08/17/2010	CORPORATION: DELAWARE
Gentiva Health Services Holding Corp.		08/17/2010	CORPORATION: DELAWARE
Healthfield, Inc.		08/17/2010	CORPORATION: DELAWARE
OHS Service Corp.		08/17/2010	CORPORATION: TEXAS
The Healthfield Group, Inc.		08/17/2010	CORPORATION: DELAWARE
Odyssey HealthCare, Inc.		08/17/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, NA, as Administrative Agent
Street Address:	100 N. Tryon Street, NC1-007-17-11
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2947081	
Registration Number:	2947082	
Registration Number:	3464098	
Registration Number:	2717717	GENTIVA
Registration Number:	3464097	GENTIVA
Registration Number:	3430064	LAZARUS HOUSE
Registration Number:	2717765	LIFESMART
Registration Number:	1722858	REHAB WITHOUT WALLS
Registration Number:	1841527	RWW

OP \$1165.00 2947081

Registration Number:	1675442	
Registration Number:	1637226	THE HUG CENTER
Registration Number:	2334164	HEALTHFIELD
Registration Number:	3218460	CASEMATCH
Registration Number:	3233987	GENTIVA UNIVERSITY
Registration Number:	3303130	GREAT HEALTHCARE HAS COME HOME
Registration Number:	3099188	SAFE STRIDES
Registration Number:	3223476	
Registration Number:	3291699	
Registration Number:	3110579	GIVING THE GIFT OF HOSPICE
Registration Number:	3682703	SKY CAMP
Registration Number:	3676396	A LIFE THAT MATTERS
Registration Number:	3644869	A PASSION FOR CARING
Registration Number:	3700119	VISTACARE CAREBEYOND
Registration Number:	3615165	ODYSSEY VISTACARE HOSPICE FOUNDATION
Registration Number:	3617002	ODYSSEY CAREBEYOND
Registration Number:	3310236	VISTACARE EXCELLENCE WITHOUT EXCEPTION.
Registration Number:	2977864	EXCELLENCE WITHOUT EXCEPTION
Registration Number:	2672152	VISTACARE
Registration Number:	2558124	HEALTHCARE, INC. ODYSSEY
Registration Number:	2490463	IMPROVING THE QUALITY OF LIFE
Registration Number:	2069592	HEALTHCARE, INC. ODYSSEY
Registration Number:	2071649	ODYSSEY HEALTHCARE, INC.
Serial Number:	85052036	HOSPICECARECOMPANION
Serial Number:	85045039	CARETOUCH
Serial Number:	77720640	GETTING TO KNOW ME
Serial Number:	77861513	CAMP ODYSSEY
Serial Number:	77796740	CAMP ODYSSEY
Serial Number:	77955399	AVALON HOSPICE BIG HEARTS. BETTER CARE.
Serial Number:	77955391	OHC ODYSSEY HEALTH CARE BIG HEARTS. BETTER CARE.
Serial Number:	77955379	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.
Serial Number:	77861491	SKY
Serial Number:	77955823	VISTACAREHOSPICE
Serial Number:	77955813	AVALONHOSPICE

Serial Number:	77955800	ODYSSEYHOSPICE
Serial Number:	77955789	BIG HEARTS. BETTER CARE.
Serial Number:	77955773	VISTACAREHOSPICE BIG HEARTS. BETTER CARE.

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:	08/25/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 17, 2010, by GENTIVA HEALTH SERVICES, INC., GENTIVA HEALTH SERVICES HOLDING CORP., HEALTHFIELD, INC., OHS SERVICE CORP., THE HEALTHFIELD GROUP, INC. and ODYSSEY HEALTHCARE, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security

Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

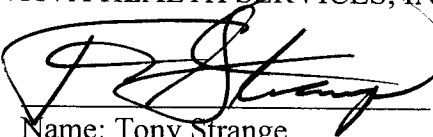
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

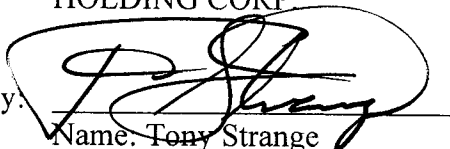
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

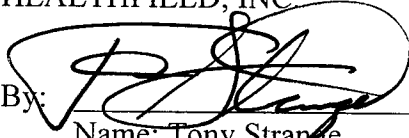
GENTIVA HEALTH SERVICES, INC.

By: 
Name: Tony Strange
Title: CEO and President

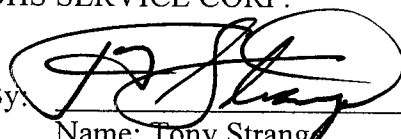
GENTIVA HEALTH SERVICES
HOLDING CORP

By: 
Name: Tony Strange
Title: CEO and President

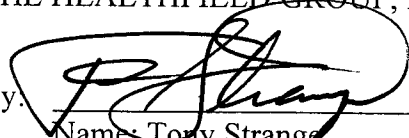
HEALTHFIELD, INC

By: 
Name: Tony Strange
Title: CEO and President

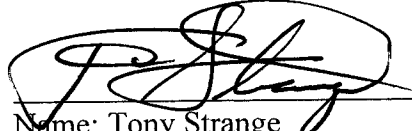
OHS SERVICE CORP.

By: 
Name: Tony Strange
Title: CEO and President

THE HEALTHFIELD GROUP, INC.

By: 
Name: Tony Strange
Title: CEO and President

ODYSSEY HEALTHCARE, INC.


By: 
Name: Tony Strange
Title: CEO and President

[Trademark Security Agreement]

TRADEMARK
REEL: 004266 FRAME: 0608

Accepted and Agreed:

**BANK OF AMERICA, N.A.,
as Administrative Agent**

By: 
Name: Alysa Trakas
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK
REEL: 004266 FRAME: 0609**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
OHS Service Corp.	2,947,081	Butterfly Design
OHS Service Corp.	2,947,082	Butterfly Design (with line)
Gentiva Health Services, Inc.	3464098	Cross shaped logo
Gentiva Health Services Holding Corp.	2,717,717	GENTIVA
Gentiva Health Services, Inc.	3464097	GENTIVA (with cross shaped dotted logo design)
Gentiva Health Services, Inc.	3430064	LAZARUS HOUSE
OHS Service Corp.	2,717,765	LIFESMART
OHS Service Corp.	1,722,858	REHAB WITHOUT WALLS
OHS Service Corp.	1,841,527	RWW
Healthfield, Inc.	1,675,442	Miscellaneous Design (Bear in Circle)
Healthfield, Inc.	1,637,226	THE HUG CENTER (Bear in Circle)
Healthfield, Inc.	2,334,164	HEALTHFIELD
Gentiva Health Services Holding Corp.	3218460	CASEMATCH
Gentiva Health Services, Inc.	3233987	GENTIVA UNIVERSITY
Gentiva Health Services, Inc.	3303130	GREAT HEALTHCARE HAS COME HOME
Gentiva Health Services, Inc.	3099188	SAFE STRIDES
The Healthfield Group, Inc.	3223476	Miscellaneous Design (Bird w/ sunset behind it)

The Healthfield Group, Inc.	3291699	Miscellaneous Design (Caduceus within square)
Odyssey HealthCare, Inc.	3110579	GIVING THE GIFT OF HOSPICE SKY CAMP
Odyssey HealthCare, Inc.	3682703	A LIFE THAT MATTERS
Odyssey HealthCare, Inc.	3676396	A PASSION FOR CARING
Odyssey HealthCare, Inc.	3644869	VISTACARE
Odyssey HealthCare, Inc.	3700119	CAREBEYOND
Odyssey HealthCare, Inc.	3615165	ODYSSEY VISTACARE HOSPICE FOUNDATION
Odyssey HealthCare, Inc.	3617002	ODYSSEY CAREBEYOND
Odyssey HealthCare, Inc.	3310236	VISTACARE EXCELLENCE WITHOUT EXCEPTION. (and design)
Odyssey HealthCare, Inc.	2977864	EXCELLENCE WITHOUT EXCEPTION
Odyssey HealthCare, Inc.	2672152	VISTACARE
Odyssey HealthCare, Inc.	2558124	HEALTHCARE, INC. ODYSSEY (and design)
Odyssey HealthCare, Inc.	2490463	IMPROVING THE QUALITY OF LIFE
Odyssey HealthCare, Inc.	2069592	HEALTHCARE ODYSSEY (and design)
Odyssey HealthCare, Inc.	2071649	ODYSSEY HEALTHCARE, INC.

Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>
Odyssey HealthCare, Inc.	85052036	HOSPICECARECOMPANION
Odyssey HealthCare, Inc.	85045039	CARETOUCH
Odyssey HealthCare, Inc.	77720640	GETTING TO KNOW ME
Odyssey HealthCare, Inc.	77861513	CAMP ODYSSEY (and design)
Odyssey HealthCare, Inc.	77796740	CAMP ODYSSEY
Odyssey HealthCare, Inc.	77955399	AVALON HOSPICE BIG HEARTS. BETTER CARE. (and design)
Odyssey HealthCare, Inc.	77955391	OHC ODYSSEY HEALTH CARE BIG HEARTS. BETTER CARE. (and design)
Odyssey HealthCare, Inc.	77955379	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE. (and design)
Odyssey HealthCare, Inc.	77861491	SKY (and design)

Odyssey HealthCare, Inc.
Odyssey HealthCare, Inc.
Odyssey HealthCare, Inc.
Odyssey HealthCare, Inc.

77955823
77955813
77955800
77955789

Odyssey HealthCare, Inc.

77955773

VISTACAREHOSPICE
AVALONHOSPICE
ODYSSEYHOSPICE
BIG HEARTS. BETTER
CARE.
VISTACAREHOSPICE BIG
HEARTS. BETTER CARE.
(and design)