

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/10/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Southern Home Care Services, Inc.		10/27/2011
			Entity Type
			CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Rehab Without Walls, Inc.		
Street Address:	9901 Linn Station Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1722858	REHAB WITHOUT WALLS
CORRESPONDENCE DATA			
Fax Number:	(404)527-3662		
Email:	mlaip@mckennalong.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Alison E. Musto		
Address Line 1:	303 Peachtree St. NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	04312.0057		
NAME OF SUBMITTER:	Alison E. Musto		
Signature:	/aem/		

CH \$40.00 1722858

900208744

TRADEMARK
 REEL: 004673 FRAME: 0145

Date:

12/06/2011

Total Attachments: 3

source=Southern Home Care to RWW Inc#page1.tif

source=Southern Home Care to RWW Inc#page2.tif

source=Southern Home Care to RWW Inc#page3.tif

SOUTHERN HOME CARE SERVICES, INC.

9901 LINN STATION ROAD
LOUISVILLE, KENTUCKY 40223
(502) 394-2100

October 27, 2011

Gentiva Rehab Without Walls, LLC
Gentiva Health Services (USA) Inc.
c/o Gentiva Health Services Holding Corp.
3350 Riverwood Parkway, Suite 1400
Atlanta, Georgia 30339
Attn: Tony Strange
President and CEO

Re: Asset Purchase Agreement dated September 12, 2011 – Assignment by Buyer

Dear Mr. Strange:

Reference is made to that certain Asset Purchase Agreement dated September 12, 2011, among Southern Home Care Services, Inc., Gentiva Health Services (USA) Inc. and Gentiva Rehab Without Walls, LLC (the "Agreement"). All capitalized terms not otherwise defined in this letter agreement shall have the meanings given to them in the Agreement.

In accordance with Section 9.1 of the Agreement, Southern Home Care Services, Inc. has assigned all of its rights and obligations under the Agreement to Rehab Without Walls, Inc., formerly known as THM Homes, Inc., a Delaware corporation ("ResCare RWW"), and an Affiliate of Southern Home Care Services, Inc. Such assignment is effective immediately after the Effective Date. ResCare RWW hereby accepts and assumes all of the rights and obligations of Southern Home Care Services, Inc. under the Agreement and all of the documents and agreements executed by Southern Home Care Services, Inc. at the Closing and agrees to perform all of the obligations of Southern Home Care Services, Inc. as Buyer under the Agreement and all of such documents and agreements executed by Southern Home Care Services, Inc. at the Closing, in each case effective immediately after the Effective Date. Seller acknowledges and consents to such assignment and agrees that ResCare RWW shall have all of the rights and obligations of Southern Home Care Services, Inc. under the Agreement and all of the documents and agreements executed by Southern Home Care Services, Inc. at the Closing, including without limitation, the Management Agreement, Transition Services Agreement and Escrow Agreement.

This letter 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 document. The parties hereto agree that the delivery of this letter agreement by facsimile bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

Gentiva Rehab Without Walls, LLC
Gentiva Health Services (USA) Inc.
October 27, 2011
Page 2

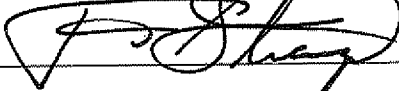
If the foregoing accurately reflects your understandings regarding the matters addressed herein, please sign this letter agreement where indicated below and return a signed copy to the undersigned via facsimile or email.

Sincerely,

David Rhodes
Vice President

Agreed and accepted this 27th day of
October, 2011, but effective on
September 10, 2011

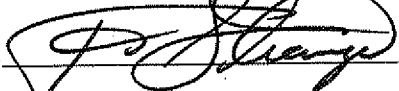
Gentiva Rehab Without Walls, LLC

By: 

Name: _____

Title: _____

Gentiva Health Services (USA) Inc.

By: 

Name: _____

Title: _____

Rehab Without Walls, Inc., fka THM Homes, Inc.

By: _____
David Rhodes, Vice President

Gentiva Rehab Without Walls, LLC
Gentiva Health Services (USA) Inc.
October 27, 2011
Page 2

If the foregoing accurately reflects your understandings regarding the matters addressed herein, please sign this letter agreement where indicated below and return a signed copy to the undersigned via facsimile or email.

Sincerely,



David Rhodes
Vice President

Agreed and accepted this 27th day of
October, 2011, but effective on
September 10, 2011

Gentiva Rehab Without Walls, LLC

By: _____

Name: _____

Title: _____

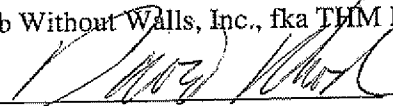
Gentiva Health Services (USA) Inc.

By: _____

Name: _____

Title: _____

Rehab Without Walls, Inc., fka THM Homes, Inc.

By: 
David Rhodes, Vice President