

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Freedom Home Healthcare, Inc.		03/14/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78568269	FREEDOM ELDERCARE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)954-6868		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-954-6800		
Email:	emcqueen@mcsllaw.com		
Correspondent Name:	Ed McQueen		
Address Line 1:	2501 N. Harwood		
Address Line 2:	Suite 1800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2477-0183		
NAME OF SUBMITTER:	Zeb Fish		
Signature:	/Zeb Fish/		

OP \$40.00 78568269

Date:

04/12/2012

**Total Attachments: 4**

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## NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") is made this 12<sup>th</sup> day of April 2012, by FREEDOM HOME HEALTHCARE, INC., a Delaware corporation (the "Grantor"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent under the Credit Agreement (together with its successors and assigns, the "Secured Party"), pursuant to (i) that certain Credit Agreement dated as of March 14, 2012, by and among Secured Party, the Grantor, the Borrowers (as defined therein), and the Lenders from time to time party thereto (as at any time prior to the date hereof amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement") and (ii) that certain Security Agreement in favor of the Lenders dated as of March 14, 2012, by and among Grantor, the other Grantors (as defined therein) party thereto and Secured Party (as at any time prior to the date hereof amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement").

WHEREAS, Grantor possesses certain rights in the registration identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use thereof, and symbolized thereby (the "Mark"); and

WHEREAS, Lenders and Secured Party have agreed to extend certain credit facilities to Grantor pursuant to the Credit Agreement on condition that Grantor grant to Secured Party a security interest and lien in and to certain assets of the Grantor, including, without limitation, in and to the Mark and all proceeds thereof and all other related claims and rights (as more fully described in the Security Agreement);

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party agree as follows:

1) Grant of Security Interest. Grantor hereby grants to Secured Party a security interest and lien in and to the Mark and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

2) Purpose. Grantor has entered into this Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

3) Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.


4) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Security Agreement as of the date first above written.

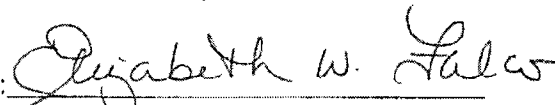
**GRANTOR:**

FREEDOM HOME HEALTHCARE, INC.,  
a Delaware corporation

By:   
Keith G. Frey, Chief Financial Officer and Treasurer

**SECURED PARTY:**

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Elizabeth W. Falco, SVP Corporate Banking

**EXHIBIT A**

**To Notice of Security Interest In Trademarks**

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
FREEDOM ELDERCARE	78568269	Feb. 16, 2005	3246156	May 29, 2007