

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harden Healthcare, LLC		10/18/2013	LIMITED LIABILITY COMPANY: TEXAS
Girling Health Care, Inc., a Texas Corporation		10/18/2013	CORPORATION: TEXAS
Lighthouse Hospice Partners, LLC, a Texas Limited Liability Company		10/18/2013	LIMITED LIABILITY COMPANY: TEXAS
Voyager Hospice Inc., a Delaware Corporation		10/18/2013	CORPORATION: DELAWARE
The American Heartland Hospice Corp., a Missouri Corporation		10/18/2013	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as administrative agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2878069	HARDEN HEALTHCARE
Registration Number:	4258765	CONTINUOUS CARE. ENDLESS COMPASSION.
Registration Number:	4247128	HARDEN HEALTHCARE
Registration Number:	3109937	MBS
Registration Number:	2973305	TRISUN HEALTHCARE
Registration Number:	3725107	A HERITAGE OF CARING. RIGHT IN YOUR HOME
Registration Number:	3983373	LIGHTHOUSE HOSPICE
Registration Number:	3810677	PROMISECARE

TRADEMARK

Registration Number:	2710076	AMHEART HOSPICE
Registration Number:	2710075	AMHEART HOSPICE
Serial Number:	85921442	GIRLING HOSPICE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	10/21/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 18, 2013, by Harden Healthcare, LLC, Girling Health Care, Inc., Lighthouse Hospice Partners, LLC, Voyager HospiceCare, Inc. and The American Heartland Hospice Corp. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BARCLAYS BANK PLC, 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,

HARDEN HEALTHCARE, LLC

By: 
Name: Tony Strange
Title: Chief Executive Officer and President


GIRLING HEALTH CARE, INC.

By: 
Name: Tony Strange
Title: Chief Executive Officer and President

LIGHTHOUSE HOSPICE PARTNERS, LLC

By: 
Name: Tony Strange
Title: Chief Executive Officer and President

VOYAGER HOSPICECARE, INC.

By: 
Name: Tony Strange
Title: Chief Executive Officer and President

THE AMERICAN HEARTLAND HOSPICE
CORP.

By: 
Name: Tony Strange
Title: Chief Executive Officer and President

Signature Page to Harden Trademark Security Agreement

TRADEMARK
REEL: 005141 FRAME: 0400

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name:
Title: Diane Rolfe
Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Harden Healthcare, LLC	2878069	Harden Healthcare
Harden Healthcare, LLC	4258765	CONTINUOUS CARE. ENDLESS COMPASSION
Harden Healthcare, LLC	4247128	HARDEN HEALTHCARE (with Design)
Harden Healthcare, LLC	3109937	MBS
Harden Healthcare, LLC	2973305	TRISUN HEALTHCARE
Girling Health Care, Inc.	3725107	A HERITAGE OF CARING. RIGHT IN YOUR HOME
Lighthouse Hospice Partners, LLC	3983373	LIGHTHOUSE HOSPICE
Voyager HospiceCare, Inc.	3810677	PROMISECARE

Service Mark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Lighthouse Hospice Partners, LLC	3,983,373	LIGHTHOUSE HOSPICE
Voyager HospiceCare, Inc.	3,810,677	PROMISECARE
The American Heartland Hospice Corp.	2,710,076	AMHEART HOSPICE
The American Heartland Hospice Corp.	2,710,075	AMHEART HOSPICE & Design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Girling Health Care, Inc.	85921442	GIRLING HOSPICE
Girling Health Care, Inc.	3725107	A HERITAGE OF CARING RIGHT IN YOUR HOME