

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement-Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carrolton Home Care, LLC		06/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
Community Health, LLC		06/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
Southernicare, Inc.		06/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3043878	COMMUNITY HOME CARE & HOSPICE	
Registration Number:	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR H	
Registration Number:	4102215	NOW MEANS NOW	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7764		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Matthew Stichinsky, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1849		
NAME OF SUBMITTER:	Matthew Stichinsky		
SIGNATURE:	/ms/		
DATE SIGNED:	06/23/2014		

CH \$90.00 3043878

TRADEMARK

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of SunTrust Bank, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of June 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A;

(ii) together with all (a) goodwill connected with the use of and symbolized thereby, (b) extensions and renewals thereof and amendments thereto, (c) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (d) rights corresponding thereto throughout the world and (e) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(iii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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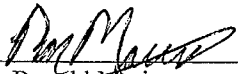
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CARROLTON HOME CARE, LLC

By: 
Name: Ronald Marino
Title: Chief Financial Officer

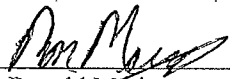
[Signature Page to Second Lien Trademark Security Agreement]

COMMUNITY HEALTH, LLC

By: 
Name: Ronald Marino
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]


SOUTHERNCARE, INC.

By: 
Name: Ronald Marino
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005308 FRAME: 0138

SUNTRUST BANK,
as Administrative Agent

By: 
Name: *Ben Cummings*
Title: *Director*

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005308 FRAME: 0139

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Juris.	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
COMMUNITY HOME CARE & HOSPICE & Design <small>Community Home Care & Hospice</small> 	North Carolina	N/A	18083 9/3/2004	Carrolton Home Care, LLC ¹	Registered
COMMUNITY HOME CARE & HOSPICE & Design <small>Community Home Care & Hospice</small> 	U.S. Federal	76/612214 9/15/2004	3043878 1/17/2006	Carrolton Home Care, LLC ²	Registered
EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS	North Carolina	N/A	18084 9/3/2004	Carrolton Home Care, LLC ³	Registered
EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS	U.S. Federal	76/612215 9/14/2004	3039442 1/10/2006	Carrolton Home Care, LLC ⁴	Registered
NOW MEANS NOW	U.S. Federal	85/366448 7/8/2011	4102215 2/21/2012	Community Health, LLC ⁵	Registered
SOUTHERNCARE GREEN BAY	Wisconsin		5/10/2006	SouthernCare, Inc.	Registered
SOUTHERNCARE MADISON	Wisconsin		5/10/2006	SouthernCare, Inc.	Registered
SOUTHERNCARE BATON ROUGE	Louisiana		587840 7/11/2005	SouthernCare, Inc.	Registered

¹ Owner of record is currently listed as Carrolton Home Care, Inc.

² Owner of record is currently listed as Carrolton Home Care, Inc.

³ Owner of record is currently listed as Carrolton Home Care, Inc.

⁴ Owner of record is currently listed as Carrolton Home Care, Inc.

⁵ Owner of record is currently listed as Community Health, Inc.

Mark	Juris.	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
SOUTHERNCARE LAFAYETTE	Louisiana		587840 7/11/2005	SouthernCare, Inc.	Registered
SOUTHERNCARE LAKE CHARLES	Louisiana		587839 7/11/2005	SouthernCare, Inc.	Registered
SOUTHERNCARE TOLEDO	Ohio		1549006 6/9/2005	SouthernCare, Inc.	Renewed
SOUTHERNCARE HOUMA	Louisiana		587334 5/31/2005	SouthernCare, Inc.	Registered
SOUTHERNCARE SHREVEPORT	Louisiana		587333 5/31/2005	SouthernCare, Inc.	Registered
SOUTHERNCARE MONROE	Louisiana		587332 5/31/2005	SouthernCare, Inc.	Registered
SOUTHERNCARE DAYTON	Ohio		1478868 7/23/2004	SouthernCare, Inc.	Renewed
SOUTHERNCARE YOUNGSTOWN	Ohio		1478869 7/23/2004	SouthernCare, Inc.	Renewed
SOUTHERNCARE MANSFIELD	Ohio		1478870 7/23/2004	SouthernCare, Inc.	Renewed