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Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the enclosed original documents or copy thereof.

1. Name of conveying party(ies):

Quantum Health Resources, Inc.

Address of receiving party(ies)

OHS Service Corp.

03-17-2000

U.S. Patent & TMO's/TM Mail Rpt Dt. #26

Address:

Street Address: 175 Broad Hollow Road

City: Melville State: NY ZIP: 11747

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Texas, Other

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Effective Date: March 9, 2000

Execution Date:

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,007,400 1,801,191
2,029,809 1,538,643
1,967,646

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kathy Silberthau Strom, Esq.

Internal Address:

Street Address: 1990 K Street, NW, Suite 950

City: Washington State: D.C. ZIP: 20006

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/17/2000 DCDATES 00000113 2007400

DO NOT USE THIS SPACE

01 EC:4A1 40.00 DP
02 EC:4B2 100.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathy Silberthau Strom

Kathy Silberthau Strom

March 17, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

United States

<u>MARK</u>	<u>REG'N/ APPN NO.</u>	<u>STATUS</u>
A.C.C.E.S.S.	2,029,809	Registered as of January 14, 1997. Section 8 Declaration due January 14, 2003
CHRONICARE	1,967,646	Registered as of April 16, 1996. Section 8 Declaration due April 16, 2002.
LIFESTYLE PLUS.	1,801,191	Registered as of October 26, 1993. Section 8 declaration filed.
QUANTUME HEALTH RESOURCES	1,538,643	Registered as of May 9, 1989. Renewal due May 9, 2009.
SPEAKING TIPS FROM COACH Q & DESIGN	2,007,400	Registered as of October 15, 1996. Section 8 declaration due October 15, 2002.

CANADA

A.C.C.E.S.S.	TMA492,033	Registered as of March 26, 1998. Renewal due March 26, 2013.
QUANTUM HEALTH RESOURCES	TMA485,978	Registered as of November 20, 1997. Renewal due November 20, 2012

ASSIGNMENT

WHEREAS Quantum Health Resources, Inc., a Delaware corporation, located at 175 Broad Hollow Road, Melville, New York 11747 ("Assignor"), is the owner of certain service marks, trademarks and trade names, and various registrations and applications for registration directed to such marks;

WHEREAS OHS Service Corp., a Texas corporation, located at 175 Broad Hollow Road, Melville, New York 11747 ("Assignee"), desires to own such service marks, trademarks, trade names, registrations and applications as aforesaid;

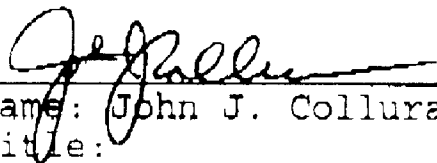
WHEREAS both Assignor and Assignee are direct or indirect subsidiaries of Gentiva Health Services, Inc., a Delaware corporation ("Gentiva"); and

WHEREAS Assignee was formed for the purpose of holding the intellectual property, including service marks, trademarks, trade names, and various registrations and applications for registrations directed to such marks, of Gentiva and its direct and indirect subsidiaries;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

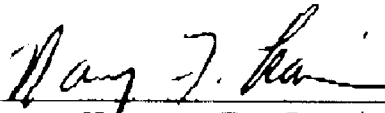
Effective upon March 9, 2000, Assignor hereby unconditionally and in perpetuity assigns, transfers and sets over to and unto Assignee, Assignor's entire right, title and interest in and to each trademark, service mark, and trade name ("Mark/Name") identified on Schedule A attached hereto and made a part hereof, along with any registrations thereof and applications for such registrations, together with the entire goodwill of the business symbolized by the Marks/Names, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had this assignment not been made.

The Assignor undertakes and agrees to execute such further assurances that are commercially reasonable and as may reasonably be required in order to permit the Assignee to hold and enjoy the Marks/Names assigned hereunder.

By: 
Name: John J. Collura
Title:

ACCEPTED AND AGREED,

OHS SERVICE CORP.

By: 
Name: Nancy F. Lanis
Title: