FORM PTO-1618A
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Agreement
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: April 30, 2001

Name: Vitas Healthcare Corporation

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BNP Paribas

DBA/AKA/TA:

Composed of:

Address (line 1): 787 Seventh Avenue

Address (line 2):

Address (line 3): New York (City) New York (State/Country) 10019 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization:

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

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01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (704) 338-5000

Name: Elizabeth Pasquine, Esq.

Address (line 1): Kilpatrick Stockton LLP

Address (line 2): 3500 One First Union Center

Address (line 3): 301 S. College Street

Address (line 4): Charlotte, NC 28202-6001

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
1,817,265	1,915,683	1,990,551			
1,909,038	1.915,685				
1.910,624	1,934,376				

Number of Properties

Enter the total number of properties involved. # 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 190.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 16-1435

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

ELIZABETH PASQUINE	Elizabeth Pasquine	May 21, 2001
Name of Person Signing	Signature	Date Signed

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vitas Healthcare Corporation, a Delaware corporation (the "Assignor") with principal offices at 100 South Biscayne Boulevard, Suite 1500, Miami, Florida 33131, hereby assigns and grants to BNP Paribas, as Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Assignor's Guaranteed Obligations, as such term is defined in the Intellectual Property Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of April 27, 2001 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Facility Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest at Fulton County as of the 30 day of April, 2001.

VITAS HEALTHCARE CORPORATION,
Assignor

By: Hugh A. Westbrook
Name: Hugh A. Westbrook
Title: Chairman

BNP PARIBAS, as Agent, Assignee

By: CY
Name: C. David Yates
Title: Managing Director

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~~STATE OF~~ _____)
DISTRICT OF COLUMBIA) ss.:
~~COUNTY OF~~ _____)

On this 26th day of April, 2001, before me personally came Hugh A. Westbrook who, being by me duly sworn, did state as follows: that [s]he is Chairman, President and CEO of Vitas Healthcare Corporation, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

My Commission Expires November 14, 2001

Laurie J. [illegible]
Notary Public

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STATE OF Georgia)
) ss.:
COUNTY OF Dekalb)

On this 30th day of April, 2001, before me personally came C. David Yates who, being by me duly sworn, did state as follows: that [s]he is Managing Director of BNP Paribas, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said company and that [s]he did so by authority of the Board of Directors of said company.

Notary Public

Notary Public
Fulton County, Georgia
My Commission Expires
February 13 2004

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SCHEDULE A

MARK	REG. NO.	REG. DATE
Vitas (Stylized)	1,817,265	registered 1/18/94
VITAS	1,909,038	registered 8/1/95
Choices	1,910,624	registered 8/8/95
The Lives We Touch	1,915,683	registered 8/29/95
Each Day Has Value	1,915,685	registered 8/29/95
Innovative Hospice Care	1,934,376	registered 11/7/95
Intensive Palliative Care	1,990,551	registered 7/3/96

SCHEDULE B

PATENT	PATENT. NO.	ISSUE DATE
N/A		

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EXPRESS MAIL CERTIFICATE

"Express Mail" mailing label number	:	ET 020 075 294 US
Date of Deposit	:	May 21, 2001
Type of Document(s)	:	Two (2) Recordation Form Cover Sheets, Two (2) Assignments of Security Interest, Two (2) Checks for $190.00 and return postcard

I hereby certify that the documents identified above are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, BOX: ASSIGNMENTS, Washington, D.C. 20231.

Laura C. Hughes

Laura C. Hughes, Paralegal