

10-27-03

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Form PTO-1594 (Rev. 10/02)  
 OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):  <u>Community Hospices of America, L.L.C.</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)          Name: <u>The 1818 Mezzanine Fund II, L.P.</u>          Internal          Address: <u>c/o Brown Brothers Harriman &amp; Co</u>          Street Address: <u>140 Broadway, 16th Floor</u>          City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 19, 2003</u></p>	

<p>4. Application number(s) or registration number(s):          A. Trademark Application No.(s)  <u>78/220,968</u></p>	<p>B. Trademark Registration No.(s)</p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: <u>Susan C. Shin, Esq.</u>          Internal Address: <u>Goodwin Procter LLP</u>          _____          _____          Street Address: <u>599 Lexington Avenue</u>          _____          _____</p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:          _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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City: New York State: NY Zip: 10022

**40.00 DP                      DO NOT USE THIS SPACE**

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.*

Susan C. Shin                                            10/16/03  
 Name of Person Signing                      Signature                      Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## NOTICE OF SECURITY INTEREST IN TRADEMARK

This **NOTICE OF SECURITY INTEREST IN TRADEMARK** (this "Agreement") dated as of September 19, 2003, is between Community Hospices of America, L.L.C., a Missouri limited liability company ("**DEBTOR**"), and The 1818 Mezzanine Fund II, L.P., as agent for itself and the other Noteholders (as defined in that certain Securities Purchase Agreement in favor of the **LENDERS** dated September 19, 2003 (the "Purchase Agreement")) (collectively, The 1818 Mezzanine Fund II, L.P. and the Noteholders, the "**LENDERS**") pursuant to (i) the Purchase Agreement, by and among **DEBTOR** and **LENDERS** and (ii) a certain Security Agreement in favor of the **LENDERS** dated September 19, 2003 (the "Security Agreement"), by and among **DEBTOR** and **LENDERS**.

**WHEREAS, DEBTOR** is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with (i) any renewals thereof; (ii) all income, royalties, damages and payments hereafter due and/or payable with respect thereto; (iii) the right to sue for past, present, and future infringements thereof; (iv) all rights corresponding thereto throughout the world; (v) the Trademark License Rights (as defined in the Security Agreement); (vi) trade dress; and (vii) the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit A hereto (the "Marks"); and

**WHEREAS, LENDERS** have agreed to extend certain credit to **DEBTOR** pursuant to the Purchase Agreement on condition that the **DEBTOR** pledge and grant to **LENDERS** a security interest and lien to the Noteholder Obligations (as more fully described in the Security Agreement) in and to the Marks and all proceeds thereof and all other related claims and rights (as more fully described in the Security Agreement);

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as security for the due and timely payment and performance of the Noteholder Obligations (as more fully described in the Security Agreement), **DEBTOR** and **LENDERS** agree as follows:

1) Grant of Security Interest. **DEBTOR** hereby pledges and grants to **LENDERS** a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

2) Purpose. **DEBTOR** 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 **LENDERS** in connection with the Purchase Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

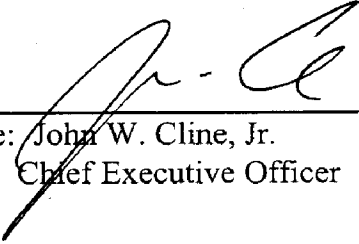
3) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the preamble and recitals hereto, have the meanings provided or provided by reference in the Purchase Agreement and the Security Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**AGREED:**

COMMUNITY HOSPICES OF AMERICA, L.L.C.

By:

  
\_\_\_\_\_  
Name: John W. Cline, Jr.  
Title: Chief Executive Officer

[Signature Page to Notice of Security Interest in Trademark]

**EXHIBIT A**

**To Notice of Security Interest In Trademark**

<b>Country</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
United States	COMMUNITY HOSPICES OF AMERICA (and Design)	78/220,968	March 3, 2003