

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthfield, Inc.		02/28/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehman Commercial Paper Inc.		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1675442		
<b>Registration Number:</b>	1637226	THE HUG CENTER	
<b>Registration Number:</b>	1408050	THE HUG CENTER	
<b>Registration Number:</b>	2334164	HEALTHFIELD, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins, LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	023299-0362 HEALTHFIELD I		
<b>NAME OF SUBMITTER:</b>	Joanna Fowler		

OP \$115.00 1675442

Signature:

/Joanna Fowler/

Date:

03/10/2006

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Gentiva Health Services, Inc., a Delaware corporation, has entered into a Credit Agreement, dated as of February 28, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Lehman Brothers Inc., as advisor, sole lead arranger and sole bookrunner, and Lehman Commercial Paper Inc., as administrative agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 28, 2006, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith,

and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right

to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

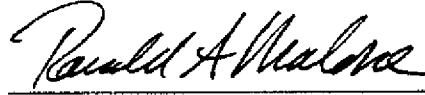
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.


*(signature page follows)*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


GENTIVA HEALTH SERVICES, INC.

By:   
Name: Ronald A. Malone  
Title: Chief Executive Officer


HEALTHFIELD, INC.

By:   
Name: Ronald A. Malone  
Title: Chief Executive Officer


THE HEALTHFIELD GROUP, INC.

By:   
Name: Ronald A. Malone  
Title: Chief Executive Officer

OHS SERVICE CORP.

By:   
Name: Ronald A. Malone  
Title: Chief Executive Officer

GENTIVA HEALTH SERVICES HOLDING  
CORP.

By:   
Name: Ronald A. Malone  
Title: Chief Executive Officer

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

**Gentiva Health Services Holding Corp.**

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date/Filing Date</u>	<u>Registration No./Application No.</u>
Gentiva Health Services Holding Corp.	CARECENTRIX logo	3/8/05	78/582,783
Gentiva Health Services Holding Corp.	CASEMATCH	12/1/04	76/622,717
Gentiva Health Services Holding Corp.	GENTIVA	5/30/03	2,717,717
Gentiva Health Services Holding Corp.	GENTIVA	7/29/03	2,742,507

**Gentiva Health Services, Inc.**

Gentiva Health Services, Inc.	GENTIVA (design only)	9/9/05	78/709,892
Gentiva Health Services, Inc.	GENTIVA (word and design)	9/9/05	78/709,890
Gentiva Health Services, Inc.	GENTIVA CARE@HAND	unfiled	
Gentiva Health Services, Inc.	GENTIVA UNIVERSITY	11/12/04	76/620,607
Gentiva Health Services, Inc.	GREAT HEALTHCARE HAS COME HOME	11/16/04	76/620,828
Gentiva Health Services, Inc.	SAFE STRIDES	8/5/04	78/462,434

**Healthfield, Inc.**

Healthfield, Inc.	Miscellaneous Design (Bear in Circle)	2/11/92	1,675,442
Healthfield, Inc.	THE HUG CENTER (Bear in Circle)	3/5/91	1,637,226

Healthfield, Inc. (joint owner)	THE HUG CENTER	9/2/86	1,408,050
Healthfield, Inc.	HEALTHFIELD, INC.	3/28/00	2,334,164

**OHS Service Corp.**

OHS Service Corp.	Butterfly Design	5/10/05	2,947,081
OHS Service Corp.	Butterfly Design (with line)	5/10/05	2,947,082
OHS Service Corp.	CARECENTRIX	3/25/03	2,700,896
OHS Service Corp.	CARECENTRIX	10/15/02	2,636,485
OHS Service Corp.	CARECENTRIX	3/18/03	2,698,280
OHS Service Corp.	CARECENTRIX	6/18/02	2,583,399
OHS Service Corp.	CHRONICARE	4/16/96	1,967,646
OHS Service Corp.	GENTIVA & DESIGN	11/25/03	2,786,847
OHS Service Corp.	GENTIVA & DESIGN	10/1/02	2,628,949
OHS Service Corp.	GG & DESIGN	6/11/02	2,579,772
OHS Service Corp.	GG & DESIGN	7/15/03	2,737,383
OHS Service Corp.	LIFESMART	5/20/03	2,717,765
OHS Service Corp.	QUALITY CARE	12/19/78	1,109,768
OHS Service Corp.	QUANTUM HEALTH RESOURCES	5/9/89	1,538,643
OHS Service Corp.	REHAB WITHOUT WALLS	10/6/92	1,722,858
OHS Service Corp.	RWW	6/21/94	1,841,527

**The Healthfield Group, Inc.**

The Healthfield Group, Inc.	Miscellaneous Design (Bird w/ sunset behind it)	5/11/05	78/627,824
The Healthfield Group, Inc.	Miscellaneous Design (Caduceus within square)	5/11/05	78/627,840