

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Hospice, Inc.		03/07/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Massachusetts, as Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78809925	BEACON HOSPICE	
Serial Number:	78809839	BEACON PALLIATIVE CARE SERVICES	
Serial Number:	78809992	BEACON HOSPICE, INC.	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/s/ Christine Slattery		

CH \$90.00 78809925

Date:

03/20/2006

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 7, 2006, is made by Beacon Hospice, Inc., a Delaware corporation ("Beacon Hospice"), Beacon Palliative Care Services, Inc., a Delaware corporation ("BPCS") ("BPCS," together with Beacon Hospice and any subsidiaries thereof who may become signatory hereto from time to time, individually as a "Grantor" and, collectively, as the "Grantors"), in favor of Citizens Bank of Massachusetts as administrative agent for the benefit of the Lenders (as defined below) (together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantors have entered into a Loan Agreement dated as of March 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Agent and the Lenders party thereto (the "Lenders"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to extending credit under the Loan Agreement, each of Beacon Hospice and BPCS has executed and delivered that certain Security Agreement made by the Grantors to the Agent dated as of March 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in, among other property, certain intellectual property of the Grantors to the Agent, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the benefit of the Lenders a security interest in and to all of the Grantors' right, title and interest in and to the following (the "Collateral"):

- (i) All patents, patent registrations, patent applications and patent licenses owned or held by each Grantor at any time or from time to time ("Patents"), including those Patents set forth in Schedule A hereto, if any (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by any Grantor to the Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) All trademarks, trademark registrations, trademark applications and trademark licenses owned or held by each Grantor at any time or from time to time ("Trademarks"), including those Trademarks set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Agent from time to time), together with all renewals, extensions and continuations thereof;

(iii) All copyrights, exclusive rights under copyrights, copyright registrations, copyright applications and copyright licenses owned or held by each Grantor at any time or from time to time ("Copyrights"), including those Copyrights set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Agent from time to time), together with all renewals, extensions and continuations thereof;

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to such Patents, Trademarks, Copyrights, confidential proprietary information, trade secrets and licenses with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) 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 IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, 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. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]


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

GRANTORS:

BEACON HOSPICE, INC.

By 
Name: Betty Jean Brennan
Title: Chief Executive Officer

BEACON PALLIATIVE CARE
SERVICES, INC.

By 
Name: Betty Jean Brennan
Title: Chief Executive Officer

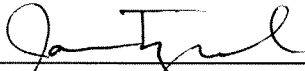
AGENT:

CITIZENS BANK OF MASSACHUSETTS

By _____
Name: James Tzouvelis
Title: Vice President

AGENT:

CITIZENS BANK OF
MASSACHUSETTS, as Agent

By: 
Name: James Tzouvelis
Title: Vice President

**Appendix A
to the Intellectual Property Security Agreement**

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated _____, ____ is made by the person listed on the signature page hereof (the "Grantor") in favor of Citizens Bank of Massachusetts (together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantor has entered into a Loan Agreement dated as of March 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Agent. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the extension of credit under the Loan Agreement, the Grantor has executed and delivered that certain Security Agreement made by the Grantor and the other Grantor parties thereto to the Agent dated as of March 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement made by the Grantor to the Agent dated March 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Agent and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Confirmation of Grant of Security. The Grantor hereby acknowledges and confirms the grant of a security interest to the Agent under the Security Agreement and the IP Security Agreement in and to all of the Agent's right, title and interest in and to the following (the "Additional Collateral")

(i) All Patents (as defined in the IP Security Agreement) set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) All Trademarks (as defined in the IP Security Agreement) set forth in Schedule B hereto;

(iii) All Copyrights (as defined in the IP Security Agreement) set forth in Schedule C hereto;

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to such Patents, Trademarks, Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule[s] [A,] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

[NAME OF GRANTOR]

By: _____

Name:

Title:

Address for Notices:

SCHEDULE A
to
IP SECURITY AGREEMENT

LIST OF PATENTS

None.

SCHEDULE B
to
IP SECURITY AGREEMENT

LIST OF TRADEMARKS

1. Trademark application number 78/809925 - standard character mark BEACON HOSPICE.
2. Trademark application number 78/809839 - standard character mark BEACON PALLIATIVE CARE SERVICES.
3. Trademark application number 78/809992 - stylized design mark of a lighthouse with the text BEACON HOSPICE, INC.

SCHEDULE C
to
IP SECURITY AGREEMENT

LIST OF COPYRIGHTS AND APPLICATIONS

None.