

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Beacon Hospice, Inc.		03/07/2006	CORPORATION: DELAWARE
Beacon Palliative Care Services, Inc.		03/07/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center		
Internal Address:	14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	78809925	BEACON HOSPICE	
Serial Number:	78809839	BEACON PALLIATIVE CARE SERVICES	
Serial Number:	78809992	BEACON HOSPICE, INC.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs, LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011107.0218		

OP \$90.00 78809925

**900044614**

**TRADEMARK**  
**REEL: 003272 FRAME: 0523**

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	03/20/2006
<p>Total Attachments: 10</p> <p>source=IP recordal#page1.tif</p> <p>source=IP recordal#page2.tif</p> <p>source=IP recordal#page3.tif</p> <p>source=IP recordal#page4.tif</p> <p>source=IP recordal#page5.tif</p> <p>source=IP recordal#page6.tif</p> <p>source=IP recordal#page7.tif</p> <p>source=IP recordal#page8.tif</p> <p>source=IP recordal#page9.tif</p> <p>source=IP recordal#page10.tif</p>	

## 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 American Capital Financial Services, Inc. as agent for the benefit of the Purchasers (as defined below) (together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantors have entered into an Amended and Restated Note Purchase Agreement dated as of March 7, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Agent and the purchasers party thereto (the "Purchasers"). Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, as a condition precedent to extending credit under the Purchase Agreement, (or its predecessor) each of Beacon Hospice and BPCS has executed and delivered that certain Security Agreement made by the Grantors to the Agent dated as of February 1, 2005 (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.


SECTION 5. Subordination. The obligations of the Grantors hereunder, the Purchase Agreement and the Security Agreement as well as rights of Agent hereunder and thereunder and enforcement thereof by Agent hereunder and thereunder are subject to the terms and provisions of the Intercreditor Agreement.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this IP Security 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:**

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.

By \_\_\_\_\_  
Name: Eugene Krichevsky  
Title: Vice President

IN WITNESS WHEREOF, each Grantor has caused this IP Security 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.

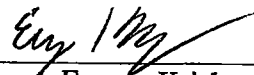
By

\_\_\_\_\_  
Name: Betty Jean Brennan  
Title: Chief Executive Officer

**AGENT:**

AMERICAN CAPITAL FINANCIAL SERVICES,  
INC.

By

  
\_\_\_\_\_  
Name: Eugene Krichevsky  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**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 American Capital Financial Services, Inc. (together with its successors and assigns in such capacity, the "Agent").

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

WHEREAS, as a condition precedent to the extension of credit under the Purchase Agreement (or its predecessor), 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 February 1, 2005 (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 No. 78/809925 – standard character mark BEACON HOSPICE, INC.
2. Trademark Application No. 78/809839 – standard character mark BEACON PALLIATIVE CARE SERVICES, INC.
3. Trademark Application No. 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.