

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc., as Collateral Agent		05/19/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Tender Loving Care Health Care Services of New England, LLC
<b>Street Address:</b>	1983 Marcus Avenue
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Lake Success
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11042
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2390139	STAFF BUILDERS HEAL AT HOME ADVANCED WOUND CARE
Registration Number:	2213802	RESTORE FAMILY BEHAVIORAL HEALTH
Registration Number:	2212256	BALANCING ACT DIABETES INDEPENDENCE PROGRAM
Registration Number:	2185512	TOTAL HEART CARDIAC MANAGEMENT
Registration Number:	2319723	AT EASE
Registration Number:	2543233	SIMPLY BREATHE

**CORRESPONDENCE DATA**

**Fax Number:** (212)556-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**Phone:** 212-556-2100

**Email:** nytrademarks@kslaw.com, clackert@kslaw.com, mribando@kslaw.com, mbowen@kslaw.com

**Correspondent Name:** King & Spalding LLP

**CH \$165.00 2390139**

Address Line 1: 1185 Avenue of the Americas  
Address Line 2: Attention: Clark W. Lackert  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	05241-254024-6691
NAME OF SUBMITTER:	Megan K. Bowen
Signature:	/Megan K. Bowen/
Date:	05/24/2006

**Total Attachments: 4**

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RELEASE OF  
TRADEMARK SECURITY INTERESTS

This RELEASE OF TRADEMARK SECURITY INTERESTS from WELLS FARGO Foothill, Inc., AS COLLATERAL AGENT ("Wells Fargo"), to TENDER LOVING CARE HEALTH CARE SERVICES OF NEW ENGLAND, LLC., a Delaware limited liability company ("Grantor"), is dated as of May 19, 2006. Capitalized terms used herein without definition have the meanings assigned to them in the Trademark Security Agreement (as defined below).

WHEREAS, Grantor executed a General Continuing Guaranty (Subsidiaries), dated as of February 14, 2005, as amended by a First Amendment and Joinder to General Continuing Guaranty (Subsidiaries), dated as of October 7, 2005 (as amended, the "Guaranty") in favor of Wells Fargo for the benefit of TLC Funding Corp.;

WHEREAS, pursuant to a Security Agreement (Subsidiaries), dated as of February 14, 2005, as amended by a First Amendment and Joinder to Security Agreement (Subsidiaries), dated as of October 7, 2005, between Wells Fargo, Grantor and the other parties listed on the signature pages thereto (as amended, the "Security Agreement"), Grantor secured its obligations under the Guaranty by granting to Wells Fargo, for the benefit of Secured Party, security interests in the Collateral (as defined in the Security Agreement) to secure its guaranteed obligations under the Guaranty;

WHEREAS, Grantor and Wells Fargo entered into a Trademark Security Agreement dated as of February 14, 2005, as amended by a First Amendment to Trademark Security Agreement dated as of October 7, 2005 (as amended, the "Trademark Security Agreement"), whereby Grantor specifically granted security interests to Wells Fargo, for the benefit of Secured Party, in the Trademark Collateral;

WHEREAS, the security interests in the Trademark Collateral granted pursuant to the Security Agreement and the Trademark Security Agreement were recorded in the records at the United States Patent and Trademark Office on February 22, 2005 at reel/frame number 3033/0439; and

WHEREAS, Wells Fargo desires to terminate and release the entirety of its security interest in the Collateral and the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all Obligations secured by the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement, receipt of which is hereby acknowledged, Wells Fargo does hereby terminate, release and discharge all right, title, and interest in and to the Senior Security Interest and the Junior Security Interest in all now existing or hereafter acquired or arising Trademark Collateral, including the Trademarks listed on Schedule A attached hereto.

IN WITNESS WHEREOF, Wells Fargo has caused this Release of Trademark Security Interests to be duly executed by its officer thereunto duly authorized as of the \_\_\_ day of May, 2006.

WELLS FARGO FOOTHILL, INC., AS  
COLLATERAL AGENT

By: Mark Bradford

Name: Mark Bradford

Title: VP

STATE OF )  
                  ) SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of May, 2006, before me personally appeared \_\_\_\_\_, the  
\_\_\_\_\_ of WELLS FARGO FOOTHILL, INC., AS COLLATERAL  
AGENT, the corporation described herein and which executed the above instrument; and that she/he  
acknowledges the instrument to be the free deed and act of said corporation for the purposes therein  
set forth and intending that this instrument be recorded.

\_\_\_\_\_  
Notary Public

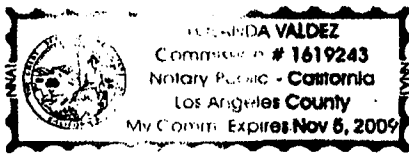
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STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF LOS ANGELES )

On 5/18/06, Before me, Nolanda Valdez Notary Public-----

personally appeared Mark Bradford -----  
NAMES OF SIGNER(S)

personally known to me - OR  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

Nolanda Valdez  
Signature of Notary

Seal

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**  
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- CORPORATE OFFICER  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES): \_\_\_\_\_

Account: \_\_\_\_\_

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

DATE OF DOCUMENT: \_\_\_\_\_

**SCHEDULE A**

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
STAFF BUILDERS HEAL AT HOME ADVANCED WOUND CARE (AND DESIGN)	2,390,139
RESTORE FAMILY BEHAVIORAL HEALTH (AND DESIGN)	2,213,802
BALANCING ACT DIABETES INDEPENDENCE PROGRAM (AND DESIGN)	2,212,256
TOTAL HEART CARDIAC MANAGEMENT (AND DESIGN)	2,185,512
AT EASE	2,319,723
SIMPLY BREATHE	2,543,233
ETHICARE & HOUSE DESIGN	S-14218 (NY State, expired)
ETHICARE	S-14219 (NY State, expired)
WE'RE THERE BECAUSE YOU CARE	S-14220 (NY State, expired)

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