

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Homecare Management, Inc.		08/03/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	CIT Healthcare LLC		
Street Address:	505 Fifth Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77212158	ENCOMPASS	
Serial Number:	77212305	ENCOMPASS HOME HEALTH	
Serial Number:	76659858	A BETTER WAY TO CARE	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 838-3754		
Email:	emily.priest@shearman.com		
Correspondent Name:	Christy Lai		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	34554-00109		
NAME OF SUBMITTER:	Christy Lai		

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Signature:	/christy lai/
Date:	08/03/2007
Total Attachments: 7 source=2nd_Lien#page1.tif source=2nd_Lien#page2.tif source=2nd_Lien#page3.tif source=2nd_Lien#page4.tif source=2nd_Lien#page5.tif source=2nd_Lien#page6.tif source=2nd_Lien#page7.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated August 3, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of CIT Healthcare LLC ("CIT"), as administrative agent (the "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, EHHI Holdings, Inc., a Delaware corporation, as initial borrower, and Advanced Homecare Holdings, Inc., as borrower, have entered into a Second Lien Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with CIT, as Administrative Agent, and the Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security and Pledge Agreement as of the date hereof made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Loan Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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 Grantor agrees as follows:

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

the patents and patent applications set forth in Schedule A hereto (the "Patents");

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Loan Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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

SECTION 4. Execution in Counterparts. This IP Security 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 5. 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.

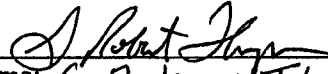
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the

Intercreditor Agreement dated as of August 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among ADVANCED HOMECARE HOLDINGS, INC., CIT HEALTHCARE LLC, as First Lien Collateral Agent, and CIT HEALTHCARE LLC, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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.

ADVANCED HOMECARE MANAGEMENT,
INC.

By 
Name: G. Robert Thompson
Title: Treasurer

Address for Notices:
6688 North Central Expressway, Suite 1300
Dallas, TX 75206
Attn:

Schedule A

Patent and Patent Applications

None.

Schedule B

Trademark and Service Mark Registrations and Applications

Mark	Application No./Registration No.
Encompass Trademark	77/212,158
Encompass Home Health and Design Trademark	77/212,305
“A Better Way to Care”	76/659,858
“Welcome Home Health & Logo” (New Mexico)	N/A

Schedule C

Copyrights

None.