

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IN HOME HEALTH, LLC		12/22/2007	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	HCR HEALTHCARE, LLC		
Street Address:	333 North Summit Street		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43604-2617		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1788606	IN HOME HEALTH, INC.	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	304800.20058.1354		
NAME OF SUBMITTER:	Jody L. Burtner		
Signature:	/Jody L. Burtner/		

OP \$40.00 1788606

Date:

02/01/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective the 22nd day of December 2007, by **In Home Health, LLC**, a limited liability company organized and existing under the laws of Minnesota, with a place of business at 333 North Summit Street, Toledo, Ohio 43604-2617 ("Assignor") and delivered to, and in favor of, **HCR Healthcare, LLC**, a limited liability company organized and existing under the laws of Delaware, with a place of business at 333 North Summit Street, Toledo, Ohio 43604-2617 ("Assignee").

Recitals:

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept the Trademarks, Trademark Registrations and Trademark Applications set forth on Schedule A hereto (the "Marks")

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interest in and to the Marks, including the goodwill associated with the Marks and including all applications for registrations and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including, without limitation, common law rights pertaining thereto, to the end of the terms for which the said Marks have been or will be granted and any extensions thereof, together with all claims by Assignor for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit.
2. Assignee Acceptance. Assignee hereby accepts the foregoing assignment, transfer and conveyance of Assignor's rights, title and interest in and to the Marks.
3. Delayed Assignment. To the extent that the assignment, transfer, conveyance or delivery or attempted assignment, transfer, conveyance or delivery to Assignee of any Mark otherwise provided by this Assignment is prohibited by its terms or by any Applicable Laws or requires any governmental or any third party consent or approval, this Assignment shall not constitute an assignment, transfer, conveyance or delivery, or any attempted assignment, transfer, conveyance or delivery, thereof.
4. Documentation and Cooperation. From time to time following the execution and delivery of this Assignment, Assignor will use commercially reasonable efforts to execute and deliver such other instruments of conveyance or transfer, and take such other action as may be reasonably requested to implement more effectively the transactions contemplated by this Assignment.

TRADEMARK ASSIGNMENT

5. Trademark Registration Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue registrations for trademarks to issue each and every such registration to be granted upon the Marks in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.
8. Counterparts. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment effective as of the date written above.

IN HOME HEALTH, LLC

By: Matthew S. Kang
Matthew S. Kang
Secretary and Treasurer

HCR HEALTHCARE, LLC

By: Richard A. Parr II
Richard A. Parr II
Vice President, General Counsel, and
Secretary

SCHEDULE A

MARKS

COUNTRY	MARK	APPLN. OR REG. NUMBER	FILING OR REG. DATE
US	IN HOME HEALTH, INC. AND DESIGN	1,788,606	August 17, 1993