

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

80034-1226

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Odyssey Healthcare, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) February 28, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Supplement to Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: General Electric CapitalInternal Corporation, as agent

Address: _____

Street Address: 500 W. MonroeCity: ChicagoState: ILCountry: USA Zip: 60661

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheet(s) attached? ☒ Yes ☐ No

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: 312-558-6352Fax Number: 312-558-5700Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 232428Authorized User Name Laura Konrath

9. Signature:

Laura Konrath

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 232428 77003539

SCHEDULE I
to
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Continuation
Item 4

TRADEMARK REGISTRATIONS

Title	Status	Registration Number / Application Number	Registration Date / Filing Date
1 GIVING THE GIFT OF HOSPICE	Registered	3,110,579	6/27/06

TRADEMARK APPLICATIONS

Title	Status	Registration Number / Application Number	Registration Date / Filing Date
2 MARKET KNOWLEDGE	Publication Review Complete	77-003539	9/20/06
3 ODYSSEY HEALTHCARE FOUNDATION AND DESIGN	Pending-Initialized	77-102785	2/8/07
4 ODYSSEY HEALTHCARE, REDEFINING HOPE	Published	77-003529	9/20/06
5 ODYSSEY CAREBEYOND	Pending-Initialized	77-369905	1/11/08

TRADEMARK LICENSES

None

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of February 28, 2008, by and between ODYSSEY HEALTHCARE, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (which amends and restates that certain Amended and Restated Credit Agreement dated as of May 24, 2007, which amended and restated that certain Credit Agreement dated as of May 14, 2004) by and among Grantor, the Persons named therein as Borrowers, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, Borrowers and the other Guarantors shall enter into and be bound by that certain Amended and Restated Security Agreement dated as of the date hereof (which amends and restates that certain Security Agreement dated as of May 14, 2004) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantor has entered into that certain Trademark Security Agreement dated as of May 14, 2004 in favor of the Agent recorded at Reel No. 002879, Frame No. 0098 with the United States Patent and Trademark Office, Assignment Division (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") pursuant to which Grantor granted a security interest in, among other things, all of its right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I thereto; and

WHEREAS, Grantor has obtained rights in the property set forth in Schedule I attached hereto, and Grantor and Agent desire to amend the Trademark Security Agreement with this Supplement to amend Schedule I thereto to include such additional property of Grantor and to grant a security interest in such property.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, such Trademarks and such Trademark Licenses; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under such Trademark License.


3. SCHEDULE I. Schedule I to the Trademark Security Agreement is hereby amended by adding thereto each of the Trademarks set forth on Schedule I attached hereto. Except as otherwise set forth specifically herein, the Trademark Security Agreement is hereby reaffirmed in all respects and is in full force and effect on the date hereof.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Supplement to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ODYSSEY HEALTHCARE, INC.

By: 
Name: R. Dirk Allison
Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

Trademark Security Agreement - Signature Page


IN WITNESS WHEREOF, Grantor has caused this Supplement to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ODYSSEY HEALTHCARE, INC.

By: _____
Name: R. Dirk Allison
Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: John Doe
Title: Duly Authorized Signatory

Trademark Security Agreement - Signature Page

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)

COUNTY OF DALLAS)

ss.

On this 27th day of February, 2008 before me personally appeared R. Dirk Allison, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Odyssey HealthCare, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lisa M. Pekar

Notary Public

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Trademark Security Agreement - Acknowledgment Page

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None

CHI:2051197.3