TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Hospice Management Holdings, LLC		06/06/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Ave.
Internal Address:	Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3125894	AMERICAN HOSPICE
Registration Number:	3048961	AMERICAN HOSPICE MANAGEMENT
Registration Number:	3180726	EMBRACING HOSPICE
Registration Number:	3022781	EMBRACING HOSPICECARE
Registration Number:	3080889	
Registration Number:	3039711	

OP $165.00 3125894

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7608
Email: sjones2@mayerbrown.com
Correspondent Name: Sokya Jones
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	07156270 ROSIECKI
NAME OF SUBMITTER:	Aric S. Jacover
Signature:	/Aric S. Jacover/
Date:	06/06/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of June 6, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of June 6, 2008, among American Hospice Management Holdings, LLC, a Delaware limited liability company ("Parent"), certain of Parent's Subsidiaries (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (collectively, the "Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), dated as of June 6, 2008;

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, as referred to therein, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority Security Interest in all of such 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 Intellectual Property Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and

assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature pages follow.]

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

GRANTORS:

AMERICAN HOSPICE MANAGEMENT HOLDINGS, LLC,
a Delaware limited liability company

By:_____

Name: Jeffrey Preuss

Title: Chief Executive Officer

HOSPICE OF ARIZONA, L.C.,
an Arizona limited liability company

By:_____

Name: Jeffrey Preuss

Title: Chief Executive Officer

HOSPICE OF NEW JERSEY, L.L.C.,
a New Jersey limited liability company

By:_____

Name: Jeffrey Preuss

Title: Chief Executive Officer

PROFESSIONAL MANAGEMENT SERVICES, LLC,
a Georgia limited liability company

By:_____

Name: Jeffrey Preuss

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

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AGENT:

WELLS FARGO FOOTHILL, LLC,

a Delaware limited liability company

By: _____

Name: Daniel Morthis

Title: VP

Signature Page to Trademark Security Agreement

17513504 07156270

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
American Hospice Management Holdings, LLC	USA	AMERICAN HOSPICE (standard characters)	3,125,894	8/8/2006
American Hospice Management Holdings, LLC	USA	AMERICAN HOSPICE MANAGEMENT (standard characters)	3,048,961	1/12/2006
American Hospice Management Holdings, LLC	USA	EMBRACING HOSPICE (standard characters)	3,180,726	12/5/2006
American Hospice Management Holdings, LLC	USA	EMBRACING HOSPICECARE (standard characters)	3,022,781	12/6/2005
American Hospice Management Holdings, LLC	USA		3,080,889	4/11/2006
American Hospice Management Holdings, LLC	USA		3,039,711	1/10/2006
Hospice of Arizona, L.C.	Arizona, USA	HOSPICE OF ARIZONA (with design of a cactus in a semi-circular design)	49419	3/7/2005

Professional Management Services, LLC	Georgia, USA	EMBRACING HOSPICECARE (and design – dove)	S21619	10/13/2004
Professional Management Services, LLC	Georgia, USA	EMBRACING HOSPICECARE	S21620	10/13/2004
Hospice of New Jersey, L.L.C.	New Jersey, USA	HOSPICE OF NEW JERSEY	22147	3/29/2005

Common Law Trademarks

HOSPICE OF ARIZONA
EMBRACING HOSPICE
HOSPICE OF NEW JERSEY
FRONTIER HOSPICE
HOSPICE OF VIRGINIA

Domain Names

www.americanhospice.com
www.frontierhospice.com
www.embracing-hospice.com
www.hospiceaz.com
www.hospicenj.com
www.hospiceofvirginia.net
www.hospiceofvirginia.org
www.hospiceva.cc
www.hospiceva.net
www.hospiceva.org
www.hospiceva.com