

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OHS Service Corp.		08/06/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Gentiva CareCentrix, Inc.		
Street Address:	3 Huntington Quadrangle		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2583399	CARECENTRIX	
Registration Number:	2636485	CARECENTRIX	
Registration Number:	2698280	CARECENTRIX	
Registration Number:	2700896	CARECENTRIX	
CORRESPONDENCE DATA			
Fax Number:	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 527-4000		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Frank S. Benjamin		
Address Line 1:	303 Peachtree Street, N.E.		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	4312.0028		
NAME OF SUBMITTER:	Frank S. Benjamin		

CH \$115.00 2583399

Signature:

/fsb/

Date:

08/14/2008

Total Attachments: 2

source=OHS ASSIGN#page1.tif

source=OHS ASSIGN#page2.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of this 6th day of August 2008 (the "Effective Date") by and between Gentiva CareCentrix, Inc., a corporation having its principal office at 3 Huntington Quadrangle, Melville, New York 11747 ("Assignee") and OHS Service Corp., a corporation having its principal office at 3 Huntington Quadrangle, Melville, New York 11747 ("Assignor").

WHEREAS, Assignor is the owner of and has obtained registrations for and common law rights in the trademarks and service marks and has established good will therein, as identified and described in Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor has agreed to assign to Assignee, all of Assignor's right, title and interest in and to the Marks, including the good will therein; and

NOW THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Assignment.*

Assignor hereby irrevocably assigns, transfers and conveys to Assignee all right, title and interest which it may hold in and to the Marks, together with the common law rights, registrations, the good will of the business symbolized by all of the foregoing, including but not limited to, the right to sue for past infringement by third parties, and the right to register and use the Marks (and variations thereof) without limitation.

2. *General Provisions.*

The parties hereto agree to sign any other documents or perform such other and further acts as are reasonably requested by the other party, to give effect to the purposes of this Agreement. This Agreement (including Exhibit A) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings between the parties with respect to the subject matter of this Agreement. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by the parties hereto. This Agreement may be executed by facsimile signature and in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date first above written.

GENTIVA CARECENTRIX, INC.:

OHS SERVICE CORP.:

By: Stephen B. Paige
Stephen B. Paige
Senior Vice President, General Counsel and
Secretary

By: Stephen B. Paige
Stephen B. Paige
Senior Vice President, General Counsel
and Secretary

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registrant</u>
CARECENTRIX	16	2,583,399	June 18, 2002	OHS Service Corp.
CARECENTRIX	35	2,636,485	October 15, 2002	OHS Service Corp.
CARECENTRIX	36	2,698,280	March 18, 2003	OHS Service Corp.
CARECENTRIX	42	2,700,896	March 25, 2003	OHS Service Corp.