

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
CLP Healthcare Services, Inc.		11/30/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Healthcare, LLC		
Street Address:	305 Fellowship Road		
Internal Address:	Suite 300		
City:	Mount Laurel		
State/Country:	NEW JERSEY		
Postal Code:	08054		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78938140	HOSPICE COMPASSUS	
Serial Number:	78938133	CLOVERLEAF HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.372.2000		
Email:	chicago_ip_docket@mwe.com, thines@mwe.com, kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	227 West Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	74029-054		
NAME OF SUBMITTER:	Tiffini D.S. Hines		

CH \$65.00 78938140

Signature:	/Tiffini D.S. Hines/
Date:	08/28/2008
Total Attachments: 5 source=023 CLP Healthcare Services Inc and CIT Healthcare LLC#page1.tif source=023 CLP Healthcare Services Inc and CIT Healthcare LLC#page2.tif source=023 CLP Healthcare Services Inc and CIT Healthcare LLC#page3.tif source=023 CLP Healthcare Services Inc and CIT Healthcare LLC#page4.tif source=023 CLP Healthcare Services Inc and CIT Healthcare LLC#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of November 30, 2006 (as amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), is between CLP HEALTHCARE SERVICES, INC., a Delaware corporation ("Grantor"), and CIT HEALTHCARE LLC ("CIT Healthcare") (together with its successors and assigns, the "First Lien Agent").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Security and Pledge Agreement dated as of November 30, 2006 (as amended, restated, amended and restated, or otherwise modified, the "First Lien Security and Pledge Agreement") between the Grantor and the other grantors party thereto and the First Lien Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Agent to enter into the Credit Agreement, the Grantor hereby agrees with the First Lien Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security and Pledge Agreement and used herein have the meaning given to them in the First Lien Security and Pledge Agreement.

SECTION 2. Grant of Security Interest in Trademark First Lien. The Grantor hereby pledges and grants to the First Lien Agent, for the benefit of the First Lien Agent, a 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 First Lien"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right, to the extent available, to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Security and Pledge Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark First Lien made and granted hereby are more fully set forth in the First Lien Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security and Pledge Agreement, the provisions of the First Lien Security and Pledge Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

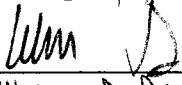
In witness whereof, the Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLP HEALTHCARE SERVICES, INC.
as Grantor

By: 
Name: James A. Deal
Title: Chief Executive Officer & President

Accepted and Agreed:

CIT HEALTHCARE LLC,
as First Lien Agent

By: 
Name: William D. Duke
Title: Managing Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>	<u>Description</u>	<u>Status</u>
78-938,140	N/A	USA	Hospice Compassus	Pending
78-938,133	N/A	USA	Cloverleaf Hospice	Pending

TRADEMARK LICENSES

None.