

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CareCentrix, Inc.		09/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	83 Wooster Heights Road
Internal Address:	5th Floor
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2583399	CARECENTRIX
Registration Number:	2636485	CARECENTRIX
Registration Number:	2698280	CARECENTRIX
Registration Number:	2700896	CARECENTRIX
Registration Number:	3373844	CARECENTRIX

OP \$140.00 2583399

CORRESPONDENCE DATA

Fax Number: (404)541-3160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-6500
 Email: mcogburn@kilpatrickstockton.com
 Correspondent Name: Michael G. Parisi, Kilpatrick Stockton
 Address Line 1: 1100 Peachtree Street, NE
 Address Line 2: Suite 2800
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	G3560/366427
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	12/15/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS Trademark Security Agreement, dated as of September 25, 2008, is made by CareCentrix, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

Whereas, pursuant to the Credit Agreement, dated as of September 25, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), CareCentrix FinanceCo Inc. (to be merged with and into Gentiva CareCentrix, Inc. (to be renamed CareCentrix, Inc.) in each case on the date hereof), (the "Borrower"), CareCentrix Holdings Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

Whereas, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

Whereas, the Grantor is a party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.


Very truly yours,

CARECENTRIX, INC., as Grantor

By: Thomas M. Boelsen
Name: Thomas M. Boelsen
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  _____

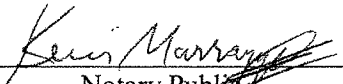
Name: Adam Willis

Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF SUFFOLK)

On this 24 day of September, 2008 before me personally appeared Thomas M. Boelsen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CareCentrix, 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.



Notary Public

KEVIN MARRAZZO
NOTARY PUBLIC-STATE OF NEW YORK
No. 31-02MA4788678
Qualified in New York County
My Commission Expires July 31, 2009

CARECENTRIX
ACKNOWLEDGMENT TO TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 003903 FRAME: 0408

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CARECENTRIX	16	2,583,399	June 18, 2002
CARECENTRIX	35	2,636,485	October 15, 2002
CARECENTRIX	36	2,698,280	March 18, 2003
CARECENTRIX	42	2,700,896	March 25, 2003
CARECENTRIX & Design	16, 35, 44, 45	3,373,844	January 22, 2008

TRADEMARK APPLICATIONS

None.

Schedule to Trademark Security Agreement