

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
Harden Healthcare, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Harden HC Texas Holdco, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Harden Healthcare Services, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Harden Home Health, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Hawkeye Health Services, Inc.		03/02/2010	CORPORATION: IOWA
Missouri Home Care of Rolla, Inc.		03/02/2010	CORPORATION: MISSOURI
American Homecare Management Corp.		03/02/2010	CORPORATION: DELAWARE
First Home Health, Inc.		03/02/2010	CORPORATION: WEST VIRGINIA
Nursing Care-Home Health Agency, Inc.		03/02/2010	CORPORATION: WEST VIRGINIA
Bethany Hospice, LLC		03/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
Harden Therapy, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
TRISUN Healthcare, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
TriScript Leasing, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
MBS Leasing, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Harden Healthcare Texas, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
CTLTC Real Estate, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Harden Clinical Services, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Girling Health Care, Inc.		03/02/2010	CORPORATION: TEXAS
Girling Health Care of New York,			

OP \$240.00 3023632

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Inc.		03/02/2010	CORPORATION: NEW YORK
Girling Health Care Services, Inc.		03/02/2010	CORPORATION: TEXAS
Girling Health Care Services of Knoxville, Inc.		03/02/2010	CORPORATION: TENNESSEE
Harden Hospice, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Major Timbers, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Georgetown NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Pflugerville NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Pflugerville AL, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Austin NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Austin NC II, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Trinity NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Georgetown AL, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Temple NC I, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Temple NC II, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Temple NC III, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Babcock NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Windcrest NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Wurzbach NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Corpus Christi NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Corpus Christi NC II, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Corpus Christi NC III, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Sinton NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Portland NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Portland AL, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS

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PM Management - San Angelo NC I, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - San Angelo NC II, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - New Braunfels NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Park Valley NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - San Antonio SW NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Hewitt NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Fredericksburg NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Corsicana NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Portfolio VI NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Allen NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Denison NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Frisco NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Garland NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
PM Management - Lewisville NC, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Lighthouse Hospice Management, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Lighthouse Hospice - Coastal Bend, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Lighthouse Hospice - San Antonio, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Lighthouse Hospice Partners, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Lighthouse Hospice - Metroplex, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
ABC Hospice, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
Harden Pharmacy, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
CapWest - Texas, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS
HHC San Antonio Northwest NC, LP		03/02/2010	LIMITED PARTNERSHIP: TEXAS

TRADEMARK

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HHC Babcock NC, LP		03/02/2010	LIMITED PARTNERSHIP: TEXAS
HHC Trinity NC, LP		03/02/2010	LIMITED PARTNERSHIP: TEXAS
HHC Sinton NC, LP		03/02/2010	LIMITED PARTNERSHIP: TEXAS
HHC Portland AL, LP		03/02/2010	LIMITED PARTNERSHIP: TEXAS
PM Management - Temple NC IV, LLC		03/02/2010	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 W. Monroe, 11th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3023632	GIRLING HOSPICE
Registration Number:	3725107	A HERITAGE OF CARING. RIGHT IN YOUR HOME.
Registration Number:	2878069	HARDEN HEALTHCARE
Registration Number:	3109937	MBS
Registration Number:	2973305	TRISUN HEALTHCARE
Serial Number:	77757011	REHAB SMART
Serial Number:	77757022	REHAB SMART
Serial Number:	78939060	LIGHTHOUSE HOSPICE
Registration Number:	3731329	WHERE SENIOR CARE SHINES

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

TRADEMARK

REEL: 004160 FRAME: 0741

ATTORNEY DOCKET NUMBER:	051205/0007
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/04/2010
<p>Total Attachments: 13 source=HardenTM#page1.tif source=HardenTM#page2.tif source=HardenTM#page3.tif source=HardenTM#page4.tif source=HardenTM#page5.tif source=HardenTM#page6.tif source=HardenTM#page7.tif source=HardenTM#page8.tif source=HardenTM#page9.tif source=HardenTM#page10.tif source=HardenTM#page11.tif source=HardenTM#page12.tif source=HardenTM#page13.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of March, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and General Electric Capital Corporation, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as March 2, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit and Guaranty Agreement”) by and among Harden Healthcare, LLC, a Texas limited liability company (“Holdings”), certain Subsidiaries of Holdings, as Companies, certain Subsidiaries of Holdings, as Guarantors, the Lenders from time to time party thereto and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, and any other parties thereto, the Secured Parties are willing to make certain financial accommodations available to the Companies from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Companies as provided for in the Credit and Guaranty Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing 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 such Grantor’s Trademarks and any Intellectual Property Licenses 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, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License to which such Grantor is a party providing for the license of any Trademark; and

(e) all products and proceeds of the foregoing, including, without limitation, 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. INALIENABLE PROPERTY. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (b) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code or principles of equity) (such leases, licenses, contracts, property rights and agreements and the Grantors' rights and interests thereunder shall be referred to herein as "Inalienable Property"), provided, however, that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in items (a) or (b) above.

4. SECURITY FOR 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

5. 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 Secured Parties, 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. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement will prevail.

6. NOTICE OF ADDITIONAL TRADEMARK COLLATERAL. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent and in the manner required by the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. No failure to 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 Trademark Collateral, whether or not listed on Schedule I.

7. 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 Credit 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.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit 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 Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit 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 Credit 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 hereof) of all Obligations other than unasserted contingent indemnification obligations. 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 Credit 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.

9. GOVERNING LAW.

a) THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES (OTHER THAN THE PROVISIONS OF 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER CREDIT DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE OF NEW YORK AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SUBSECTION.

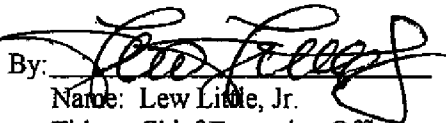
c) EACH GRANTOR AND EACH SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND EACH SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

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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:

HARDEN HEALTHCARE, LLC,
a Texas limited liability company (formerly known as Harden
Healthcare Texas, LP and Harden Healthcare, Inc.)

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

HARDEN HC TEXAS HOLDCO, LLC,
a Texas limited liability company,
HARDEN HEALTHCARE SERVICES, LLC,
a Texas limited liability company
HARDEN HOME HEALTH, LLC,
a Texas limited liability company,
HAWKEYE HEALTH SERVICES, INC.,
an Iowa corporation,
MISSOURI HOME CARE OF ROLLA, INC.,
a Missouri corporation,
AMERICAN HOMECARE MANAGEMENT CORP.,
a Delaware corporation,
FIRST HOME HEALTH, INC.,
a West Virginia corporation,
NURSING CARE-HOME HEALTH AGENCY, INC.,
a West Virginia corporation,
BETHANY HOSPICE, LLC,
a Delaware limited liability company
HARDEN THERAPY, LLC,
a Texas limited liability company
TRISUN HEALTHCARE, LLC,
a Texas limited liability company,

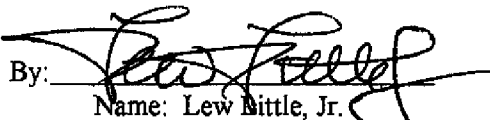
By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

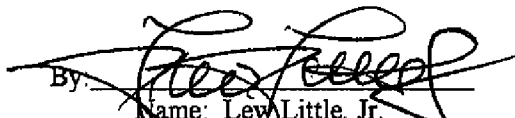
TRADEMARK
REEL: 004160 FRAME: 0747

TRIScript LEASING, LLC,
a Texas limited liability company
MBS LEASING, LLC,
a Texas limited liability company

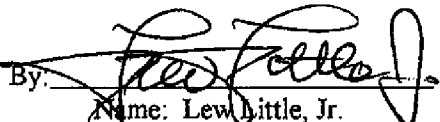
By: Harden Healthcare Texas, LLC,
a Texas limited liability company (formerly known as Harden Healthcare, LLC),
sole manager of each of the above entities

By: 
Name: Lew Little, Jr.
Title: Chief Executive Officer

CTLTC REAL ESTATE, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Chairman

HARDEN CLINICAL SERVICES, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Manager

TRADEMARK SECURITY AGREEMENT

GIRLING HEALTH CARE, INC.,
a Texas corporation,
GIRLING HEALTH CARE OF NEW YORK, INC.,
a New York corporation,
GIRLING HEALTH CARE SERVICES, INC.,
a Texas corporation,
GIRLING HEALTH CARE SERVICES OF KNOXVILLE, INC.,
a Tennessee corporation,
HARDEN HOSPICE, LLC,
a Texas limited liability company

By: 

Name: Lew Little, Jr.

Title: President

MAJOR TIMBERS, LLC,
a Texas limited liability company

By: 

Name: Lew Little, Jr.

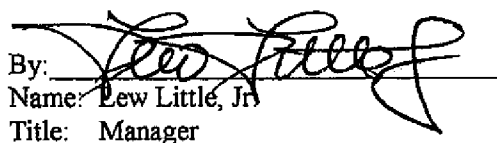
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004160 FRAME: 0749

PM MANAGEMENT – GEORGETOWN NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – PFLUGERVILLE NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – PFLUGERVILLE AL, LLC,
a Texas limited liability company,
PM MANAGEMENT – AUSTIN NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – AUSTIN NC II, LLC,
a Texas limited liability company,
PM MANAGEMENT – TRINITY NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – GEORGETOWN AL, LLC,
a Texas limited liability company,
PM MANAGEMENT – TEMPLE NC I, LLC,
a Texas limited liability company,
PM MANAGEMENT – TEMPLE NC II, LLC,
a Texas limited liability company,
PM MANAGEMENT – TEMPLE NC III, LLC,
a Texas limited liability company,
PM MANAGEMENT – TEMPLE NC IV, LLC,
a Texas limited liability company,
PM MANAGEMENT – BABCOCK NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – WINDCREST NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – WURZBACH NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – CORPUS CHRISTI NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – CORPUS CHRISTI NC II, LLC,
a Texas limited liability company,
PM MANAGEMENT – CORPUS CHRISTI NC III, LLC,
a Texas limited liability company,

By: Major Timbers, LLC,
a Texas limited liability company,
sole manager of each of the above entities

By: 
Name: Lew Little, Jr.
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004160 FRAME: 0750

PM MANAGEMENT – SINTON NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – PORTLAND NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – PORTLAND AL, LLC,
a Texas limited liability company,
PM MANAGEMENT – SAN ANGELO NC I, LLC,
a Texas limited liability company,
PM MANAGEMENT – SAN ANGELO NC II, LLC,
a Texas limited liability company,
PM MANAGEMENT – NEW BRAUNFELS NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – PARK VALLEY NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – SAN ANTONIO SW NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – HEWITT NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – FREDERICKSBURG NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – CORSICANA NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – PORTFOLIO VI NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – ALLEN NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – DENISON NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – FRISCO NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – GARLAND NC, LLC,
a Texas limited liability company,
PM MANAGEMENT – LEWISVILLE NC, LLC,
a Texas limited liability company,

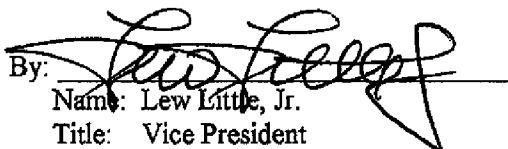
By: Major Timbers, LLC,
a Texas limited liability company,
sole manager of each of the above entities

By: 
Name: New Little, Jr.
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004160 FRAME: 0751

LIGHTHOUSE HOSPICE MANAGEMENT, LLC,
a Texas limited liability company
LIGHTHOUSE HOSPICE – COASTAL BEND, LLC,
a Texas limited liability company
LIGHTHOUSE HOSPICE – SAN ANTONIO, LLC,
a Texas limited liability company
LIGHTHOUSE HOSPICE PARTNERS, LLC,
a Texas limited liability company
LIGHTHOUSE HOSPICE – METROPLEX, LLC,
a Texas limited liability company
ABC HOSPICE, LLC,
a Texas limited liability company
HARDEN PHARMACY, LLC,
a Texas limited liability company

By: 
Name: Lew Little, Jr.
Title: Vice President

CAPWEST - TEXAS, LLC,
a Texas limited liability company

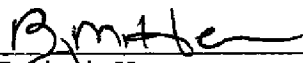
By: 
Name: Benjamin Hanson
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004160 FRAME: 0752

HHC SAN ANTONIO NORTHWEST NC, LP,
a Texas limited partnership,
HHC BABCOCK NC, LP,
a Texas limited partnership,
HHC TRINITY NC, LP,
a Texas limited partnership,
HHC SINTON NC, LP,
a Texas limited partnership,
HHC PORTLAND AL, LP,
a Texas limited partnership,

By: CapWest - Texas, LLC,
a Texas limited liability company,
its general partner

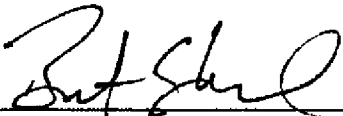
By: 
Name: Benjamin Hanson
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004160 FRAME: 0753

AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004160 FRAME: 0754**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>GRANTOR</u>	<u>MARK</u>	<u>APP./REG. NO.</u>
Girling Health Care, Inc.	GIRLING HOSPICE AND DESIGN	3,023,632
Girling Healthcare, Inc.	A HERITAGE OF CARING. RIGHT IN YOUR HOME.	3,725,107
Harden Healthcare, LLC	HARDEN HEALTHCARE	2,878,069
Harden Healthcare, LLC	MBS	3,109,937
Harden Healthcare, LLC	TRISUN HEALTHCARE	2,973,305
Harden Therapy LLC dba MBS	REHAB SMART	77/757,011
Harden Therapy LLC dba MBS	REHAB SMART AND DESIGN	77/757,022
Lighthouse Hospice Partners, LLC	LIGHTHOUSE HOSPICE	78/939,060
Trisun Healthcare, LLC	WHERE SENIOR CARE SHINES	3,731,329