

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
United Veteran Services of Georgia, Inc.		06/14/2010	CORPORATION: GEORGIA
UniHealth Solutions, Inc.		06/14/2010	CORPORATION: GEORGIA
United Hospice, Inc.		06/14/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3435468	UNITED VETERAN SERVICES	
Registration Number:	2744990	UNIHEALTH SOLUTIONS	
Registration Number:	3168314	UNITED HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6142		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Chris Greene, Esq.		
Address Line 1:	Kilpatrick Stockton, LLP		
Address Line 2:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$90.00 3435468

ATTORNEY DOCKET NUMBER:	387754
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	06/16/2010
Total Attachments: 7 source=Trademark Security Agreement #page1.tif source=Trademark Security Agreement #page2.tif source=Trademark Security Agreement #page3.tif source=Trademark Security Agreement #page4.tif source=Trademark Security Agreement #page5.tif source=Trademark Security Agreement #page6.tif source=Trademark Security Agreement #page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 14 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties and the Lenders from time to time party thereto and GE Capital, as Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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 Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor named on Schedule II attached hereto 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,

**EACH OF THE CORPORATIONS LISTED
ON SCHEDULE II ATTACHED HERETO**

By: 

Name: Neil L. Pruitt, Jr.

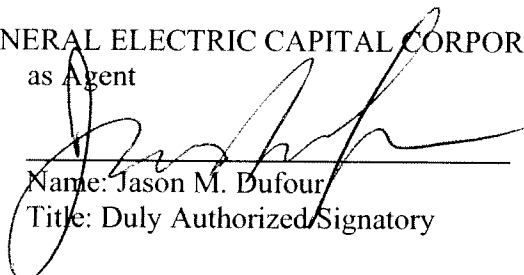
Title: Chairman and CEO of each of the
corporations listed on Schedule A attached hereto

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004225 FRAME: 0945**

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Jason M. Dufour
Title: Duly Authorized Signatory

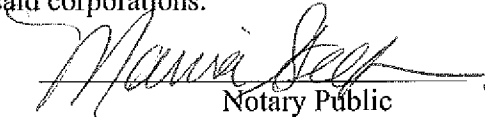
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Georgia)
County of Swain)

ss.

On this 11 day of June, 2010 before me personally appeared Neil L. Pruitt, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of the Grantors identified on Schedule II attached hereto, who being by me duly sworn did depose and say that he is an authorized Chairman and CEO of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Credit Party	Trademark name	Registration Number	Expiration Date
United Veteran Services of Georgia Inc.	United Veteran Services	3435468 (US)	5/26/2018
UniHealth Solutions, Inc.	UniHealth Solutions, Inc.	2,744,990	7/29/2013
United Hospice, Inc.	United Hospice	3168314 (US)	11/7/2016

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

SCHEDULE II
TO
TRADEMARK SECURITY AGREEMENT

Grantors

Corporations

United Veteran Services of Georgia, Inc.
UniHealth Solutions, Inc.
United Hospice, Inc.