

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		08/17/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Odyssey HealthCare, Inc.
Street Address:	717 N. Harwood, Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	3682703	SKY CAMP
Registration Number:	3676396	A LIFE THAT MATTERS
Registration Number:	3644869	A PASSION FOR CARING
Registration Number:	3700119	VISTACARE CAREBEYOND
Registration Number:	3615165	ODYSSEY VISTACARE HOSPICE FOUNDATION
Serial Number:	85052036	HOSPICECARECOMPANION
Serial Number:	85045039	CARETOUCH
Serial Number:	77720640	GETTING TO KNOW ME
Serial Number:	77861513	CAMP ODYSSEY
Serial Number:	77796740	CAMP ODYSSEY
Serial Number:	77955399	AVALON HOSPICE BIG HEARTS. BETTER CARE.
Serial Number:	77955391	OHC ODYSSEY HEALTH CARE BIG HEARTS. BETTER CARE.
Serial Number:	77955379	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.

OP \$640.00 3682703

Serial Number:	77861491	SKY
Serial Number:	77955823	VISTACAREHOSPICE
Serial Number:	77955813	AVALONHOSPICE
Serial Number:	77955800	ODYSSEYHOSPICE
Serial Number:	77955789	BIG HEARTS. BETTER CARE.
Serial Number:	77955773	VISTACAREHOSPICE BIG HEARTS. BETTER CARE.
Registration Number:	3617002	ODYSSEY CAREBEYOND
Registration Number:	2069592	HEALTHCARE, INC. ODYSSEY
Registration Number:	2071649	ODYSSEY HEALTHCARE, INC.
Registration Number:	2490463	IMPROVING THE QUALITY OF LIFE
Registration Number:	2558124	HEALTHCARE, INC. ODYSSEY
Registration Number:	3110579	GIVING THE GIFT OF HOSPICE

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3303  
Email: Michael.Violet@wolterskluwer.com  
Correspondent Name: Michael Violet  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Corporation  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	08/24/2010

**Total Attachments: 7**  
source=COPY 1 Odyssey Release#page1.tif  
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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 17, 2010 (the "Termination and Release"), is made from General Electric Capital Corporation, as Agent for the Lenders (the "Agent") to Odyssey HealthCare, Inc., a Delaware corporation ("Grantor"). Capitalized terms used herein without definition are used as defined in the Second Amended and Restated Credit Agreement, dated as of February 28, 2008, by and among Odyssey HealthCare Operating A, LP, a Delaware limited partnership, Odyssey HealthCare Operating B, LP, a Delaware limited partnership, Hospice of the Palm Coast, Inc., a Florida not for profit corporation, and VistaCare, Inc. (successor by merger to OHC Investment, Inc.), a Delaware corporation, as Borrowers, the other Credit Parties signatory thereto, the Lenders, and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of May 14, 2004, as amended and restated by the Amended and Restated Security Agreement, dated as of February 28, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by Grantor and the other grantors party thereto in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks;

WHEREAS, in connection with the Security Agreement, (i) Grantor and Agent entered into a Trademark Security Agreement, dated as of May 14, 2004, which was recorded in the Trademark Division of the United States Patent and Trademark Office on May 14, 2004, at Reel No. 002879, Frame No. 0098 and (ii) Grantor and Agent entered into a Supplement to Trademark Security Agreement, dated as of February 28, 2008, which was recorded in the Trademark Division of the United States Patent and Trademark Office on March 10, 2008, at Reel No. 003735, Frame No. 0849; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks (as defined below).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the following, whether owned by the

Grantor as of the date of the Security Agreement or acquired by such Grantor thereafter, but prior to the date hereof:

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. Release of Security Interest. The Agent hereby unconditionally and irrevocably terminates, releases and discharges its Security Interest in the Trademarks; and all right, title or interest of the Agent in such Trademarks shall hereby cease and become void.


3. Further Assurances. The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

By: 

Name: Milan Patel

Title: *Milan Patel*

[Signature Page to Termination and Release of Security Interest in Trademarks]

CHI:2428344.2

TRADEMARK  
REEL: 004265 FRAME: 0839

ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                                  ) :SS:  
COUNTY OF *Cook*     )

On *8-11*, 2010 before me, the undersigned, personally appeared  
*Milan Patel*

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\*\*\*\*\*  
"OFFICIAL SEAL"  
ELIZABETH A. COLBY  
Notary Public, State of Illinois  
My Commission Expires 04/05/2014  
\*\*\*\*\*

*Elizabeth A. Colby*  
\_\_\_\_\_  
(Signature and office of individual taking acknowledgment)

**SCHEDULE I**  
to  
**TERMINATION AND RELEASE OF**  
**SECURITY INTEREST IN TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Title</b>	<b>Status</b>	<b>Registration Number / Application Number</b>	<b>Registration Date / Filing Date</b>
SKY CAMP	Registered	3682703	9/15/09
A LIFE THAT MATTERS	Registered	3676396	9/1/09
A PASSION FOR CARING	Registered	3644869	6/23/09
VISTACARE CAREBEYOND	Registered	3700119	10/20/09
ODYSSEY VISTACARE HOSPICE FOUNDATION	Registered	3615165	5/5/09
HOSPICECARECOMPANION	Filed	85052036	6/1/10
CARETOUCH	Filed	85045039	5/21/10
GETTING TO KNOW ME	Filed	77720640	4/23/09
CAMP ODYSSEY (AND DESIGN)	Filed	77861513	10/30/09
CAMP ODYSSEY	Filed	77796740	8/4/09
AVALON HOSPICE BIG HEARTS. BETTER CARE.	Filed	77955399	3/10/10

CHI:2428344.2

**TRADEMARK**  
**REEL: 004265 FRAME: 0841**

(AND DESIGN)			
OHC ODYSSEY HEALTH CARE BIG HEARTS, BETTER CARE. (AND DESIGN)	Filed	77955391	3/10/10
ODYSSEY HOSPICE BIG HEARTS. BETTER CARE. (AND DESIGN)	Filed	77955379	3/10/10
SKY (AND DESIGN)	Registered	77861491	6/29/10
VISTACAREHOSPICE	Filed	77955823	3/10/10
AVALONHOSPICE	Filed	77955813	3/10/10
ODYSSEYHOSPICE	Filed	77955800	3/10/10
BIG HEARTS. BETTER CARE.	Filed	77955789	3/10/10
VISTACAREHOSPICE BIG HEARTS. BETTER CARE. (AND DESIGN)	Filed	77955773	3/10/10
ODYSSEY CAREBEYOND	Registered	3617002	5/5/09
HEALTHCARE ODYSSEY (AND DESIGN)	Registered	2069592	6/10/97
ODYSSEY HEALTHCARE, INC.	Registered	2071649	6/17/97
IMPROVING THE QUALITY OF LIFE	Registered	2490463	9/18/01

CHI:2428344.2



HEALTHCARE, INC. ODYSSEY (AND DESIGN)	Registered	2558124	4/9/02
GIVING THE GIFT OF HOSPICE	Registered	3110579	6/27/06

CHI:2428344.2

RECORDED: 08/24/2010

TRADEMARK  
REEL: 004265 FRAME: 0843