

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:	VistaCare, Inc.		
Street Address:	717 N. Harwood, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2977864	EXCELLENCE WITHOUT EXCEPTION	
Registration Number:	2672152	VISTACARE	
Registration Number:	3310236	VISTACARE EXCELLENCE WITHOUT EXCEPTION.	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$90.00 2977864

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TRADEMARK
REEL: 004265 FRAME: 0865

Date:

08/24/2010

Total Attachments: 5

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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 VistaCare, 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 Grantor (successor by merger to OHC Investment, Inc.), 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 Amended and Restated Security Agreement, dated as of February 28, 2008, made by 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 the other grantors party thereto in favor of the Agent, as supplemented by the Joinder Agreement to Amended and Restated Security Agreement, dated as of March 6, 2008, made by Grantor and the other grantors party thereto in favor of the Agent (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks;

WHEREAS, in connection with the Security Agreement, Grantor and Agent entered into a Trademark Security Agreement, dated as of March 6, 2008, which was recorded in the Trademark Division of the United States Patent and Trademark Office on March 17, 2008, at Reel No. 003741, Frame No. 0924; 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: *Duly Authorized Signatory*

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

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TRADEMARK
REEL: 004265 FRAME: 0869

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 04/06/2016

Elizabeth A. Colby
Signature and office of individual taking
(Acknowledgment)

SCHEDULE I
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS

Title	Status	Registration Number / Application Number	Registration Date
EXCELLENCE WITHOUT EXCEPTION	Registered	2,977,864	7/26/05
VISTACARE	Registered	2,672,152	1/7/03
VISTACARE EXCELLENCE WITHOUT EXCEPTION	Registered	3,310,236	10/16/07

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RECORDED: 08/24/2010

TRADEMARK
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