

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Instrument of Assignment and Acceptance of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC, as Administrative Agent		08/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Finance Corp., as Successor Administrative Agent		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77212158	ENCOMPASS	
Serial Number:	77212305	ENCOMPASS HOME HEALTH	
Serial Number:	76659858	A BETTER WAY TO CARE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6475.008		

OP \$90.00 77212158

900172208

**TRADEMARK
 REEL: 004282 FRAME: 0867**

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	09/22/2010
Total Attachments: 9 source=EHHI ASSIGN IP AGMT#page1.tif source=EHHI ASSIGN IP AGMT#page2.tif source=EHHI ASSIGN IP AGMT#page3.tif source=EHHI ASSIGN IP AGMT#page4.tif source=EHHI ASSIGN IP AGMT#page5.tif source=EHHI ASSIGN IP AGMT#page6.tif source=EHHI ASSIGN IP AGMT#page7.tif source=EHHI ASSIGN IP AGMT#page8.tif source=EHHI ASSIGN IP AGMT#page9.tif	

INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE dated as of August 3, 2010 (this "Assignment") is between CIT Healthcare LLC ("CIT"), as administrative agent (the "Assignor") under that certain Credit Agreement (as defined below) and ORIX Finance Corp., as successor administrative agent (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the administrative agent under that certain Second Lien Credit Agreement dated August 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among EHHI Holdings, Inc., a Delaware corporation, as initial borrower, Advanced Homecare Holdings, Inc., a Delaware corporation (the "Borrower"), Assignor and the Lenders thereto;

WHEREAS, Assignor is the grantee for the Lenders to the Credit Agreement under that certain Second Lien Intellectual Property Security Agreement dated as of August 3, 2007 (the "Second Lien IP Security Agreement") by and between the Borrower and Assignor, securing the Obligations under and in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, the Second Lien IP Security Agreement was recorded with the United States Patent and Trademark Office on reel 03594 frame 0415 on August 3, 2007;

WHEREAS, on the date hereof, Assignor assigned its role as administrative agent under the Credit Agreement and transferred and assigned all of its interests in and to its rights and obligations under the Credit Agreement in such capacities to Assignee;

WHEREAS, on the date hereof, Assignee, as successor administrative agent, succeeded to the estates, properties, rights, powers and duties of Assignor, in its capacities as administrative agent, in, to and under the Credit Agreement and other Loan Documents, including without limitation, the Second Lien IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Assignor hereby assigns and transfers irrevocably to Assignee, in its capacities as administrative agent and grantee under the Second Lien IP Security Agreement, and its successors and assigns, all the properties, rights, powers and duties of Assignor in, to and under the Second Lien IP Security Agreement, and the security interest in all of the right, title and interest in and to the following (the "Collateral") granted pursuant to the Second Lien IP Security Agreement:

the patents and patent applications set forth in Schedule A hereto (the "Patents");

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States

intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Borrower, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Borrower accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Assignee hereby accepts such assignment and accepts all the properties, rights, powers and duties of Assignor in its capacities as administrative agent and grantee under and pursuant to the Second Lien IP Security Agreement, and the security interest in all of the right, title and interest in and to the Collateral of the Borrower granted therein.

SECTION 3. The parties hereto authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Assignment.

SECTION 4. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York including all matters of construction, validity and performance.

SECTION 5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

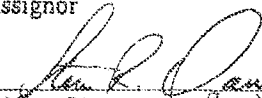
SECTION 6. Notwithstanding anything herein to the contrary, the security interest assigned to the Assignee pursuant to this Assignment and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Intercreditor Agreement dated as of August 3, 2007 (as amended, restated, supplemented or otherwise modified from time

to time, the "Intercreditor Agreement"), among Borrower, CIT, as First Lien Collateral Agent, and CIT, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Assignment, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

CIT HEALTHCARE LLC.
as Assignor

By: 
Name: Steven R. Dowe
Title: Managing Director

ORIX FINANCE CORP.
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
this _____ day of August, 2010.

ADVANCED HOMECARE HOLDINGS, INC.

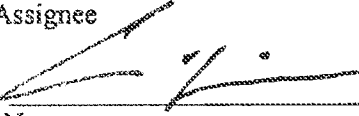
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

CIT HEALTHCARE LLC.
as Assignor

By: _____
Name:
Title:

ORIX FINANCE CORP.
as Assignee

By:  _____
Name:
Title: **Christopher L. Smith**
Authorized Representative

ACCEPTED AND AGREED
this _____ day of August, 2010.

ADVANCED HOMECARE HOLDINGS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

CIT HEALTHCARE LLC.
as Assignor

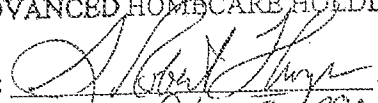
By: _____
Name:
Title:

ORIX FINANCE CORP.
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
this _____ day of August, 2010.

ADVANCED HOMECARE HOLDINGS, INC.

By: 
Name: S. Robert Thompson
Title: Treasurer

Schedule A

Patent and Patent Applications

None.

Schedule B

Trademark and Service Mark Registrations and Applications

1. Encompass Trademark (pending with USPTO)
2. Encompass Home Health and Design Trademark (pending with USPTO)
3. "A Better Way to Care" (pending with USPTO)
4. "Welcome Home Health & Logo" (New Mexico)
5. Agreement for License and Maintenance of Patron System, dated April 28, 2003, by and between Lewis Computer Services, Inc. and Advantage Home Care, as amended.
6. Office Action No. 1, dated June 22, 2006, from United State Patent and Trademark Office regarding Encompass Trademark. This Action only relates to overlap on Class 35 "medical consulting service" designation and the Company is currently determining the approach to take to obtain federal trademark status. The Company still retains common law trademark protection.
7. Office Action No. 1, dated June 22, 2006, from United State Patent and Trademark Office regarding Encompass Home Health and Design Trademark. This Action only relates to overlap on Class 35 "medical consulting service" designation and the Company is currently determining the approach to take to obtain federal trademark status. The Company still retains common law trademark protection.

Schedule C

Copyrights

None.

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