

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Notice of Grant of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Great Lakes Home Health Services, Inc.		10/15/2010	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Healthcare LLC, as Administrative Agent		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3315316	NURSECAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	021363-022 JES		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>Signature:</b>	/John E. Slaughter/		

OP \$40.00 3315316

**900174316**

**TRADEMARK  
 REEL: 004299 FRAME: 0112**

Date:

10/19/2010

**Total Attachments: 4**

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

**United States Patent and Trademark Office**

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of October 15, 2010 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and CIT Healthcare LLC, as Administrative Agent (the "Administrative Agent") for the holders of the Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the benefit of the holders of the Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
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**See Schedule A**

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
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**None**

The Grantors and the Administrative Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

**GREAT LAKES HOME HEALTH SERVICES,  
INC., a Michigan corporation**

By: 

Name: William Deary


Title: President

GRANT OF SECURITY INTEREST IN TRADEMARKS  
GREAT LAKES HOME HEALTH SERVICES, INC.

**TRADEMARK**  
**REEL: 004299 FRAME: 0115**

Acknowledged and Accepted:

**CIT HEALTHCARE LLC**, as  
Administrative Agent

By:   
Name: DOMINIC BARAKAT  
Title: DIRECTOR

Schedule A

Great Lakes Home Health Services, Inc.  
(Michigan Corporation)

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
NURSECAR	3315316	10/23/07