

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
Angel Heart Hospice, LLC		10/22/2010	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Petra Growth Fund II, L.P.		
Street Address:	3825 Bedford Avenue		
Internal Address:	Suite 101		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3087637	ANGEL HEART HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Robert L. Brewer		
Signature:	/Robert L. Brewer/		
Date:	11/06/2010		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 22, 2010, is made and entered into on the terms and conditions hereinafter set forth, by and between ANGEL HEART HOSPICE, LLC, a Texas limited liability company (the "Grantor"), and PETRA GROWTH FUND II, L.P., a Delaware limited partnership (the "Lender").

This Agreement is executed pursuant to the terms of that certain Security Agreement dated as of September 27, 2010 by and among New Century Hospice, Inc., a Delaware corporation (the "Borrower"), the direct and indirect subsidiaries of Borrower from time to time parties to the Security Agreement, including Grantor, and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, and wherever located:

(i) each trademark, trademark registration, trademark application, trademark license and all of the goodwill of the business connected with the use of, and symbolized thereby, including, without limitation, each trademark, trademark registration, trademark application and trademark license described on Schedule A;

(ii) all renewals or extensions of the foregoing,

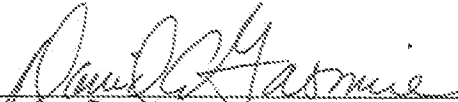
(iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in any number of 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.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ANGEL HEART HOSPICE, LLC,
as Grantor

By: 
Name: David Gasmiere
Title: CEO

Agreed and Accepted as of the
date first written above.

PETRA GROWTH FUND II, L.P.,
as Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ANGEL HEART HOSPICE, LLC,
as Grantor

By: _____
Name: _____
Title: _____

Agreed and Accepted as of the
date first written above.

PETRA GROWTH FUND II, L.P.,
as Lender

By: Michael W. Blackmore
Name: Michael W. Blackmore
Title: Manager

Schedule A

[Trademarks]

Trademark	Owner	Registration Number	Registration Date
ANGEL HEART HOSPICE	ANGEL HEART HOSPICE, LLC	3,087,637	May 2, 2006

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