

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
SunCrest Healthcare, Inc.		05/20/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3692182	SUNCREST	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	025646-0583		
NAME OF SUBMITTER:	Zeynep Gieseke		
Signature:	/zg/		
Date:	05/24/2011		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 20, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

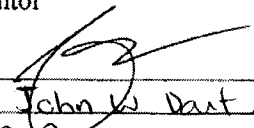
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SUNCREST HEALTHCARE, INC.,
as Grantor

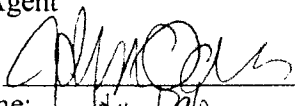
By: 
Name: John W Dant III
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004547 FRAME: 0390

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: John Dale
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004547 FRAME: 0391

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Reg. No. 3,692,182 – “SunCrest” – registered October 6, 2009

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

SunCrest Healthcare, Inc. and its subsidiaries receive the following Intellectual Property from third parties. SunCrest Healthcare, Inc. and its subsidiaries have valid license agreements with all of these parties.

1. Master Agreement dated November 10, 2006, by and between SunCrest Healthcare, Inc. and Misys Healthcare Systems, LLC (now known as Allscript/Misys Healthcare), and Master Agreement Addendum dated as of March 27, 2008.
2. Client Service Agreement dated December 2, 2010, by and between SunCrest Healthcare, Inc. and HomeCare Home Base, LP.
3. Customer Service and Licensing Agreement between SunCrest Healthcare, Inc. and Silverchair System dated June 1, 2010.
4. SVS Productivity Portal Subscription Agreement dated March 23, 2009, between SunCrest Healthcare, Inc. and Shadow Ventures Software, Inc.
5. Software License Agreement between CKS Productions, Inc. d/b/a PPS Plus Software and SunCrest Healthcare, Inc.
6. Customer Agreement dated August 28, 2008 between SunCrest Healthcare, Inc. and Passport Health Communications, Inc.
7. License and Support Agreement dated April 1, 2010 between SunCrest Outpatient Rehab Services, LLC and Clinicient, Inc.
8. Assignment of Licenses dated December 17, 2010, between SunCrest Home Health of Manchester, Inc. and Lewis Computer Services, Inc.
9. Access to Allegheny Software Home Health 3000 billing software through Stock Purchase Agreement dated November 18, 2010 between SunCrest LBL Holdings, Inc. and the Shareholders of Trigg county Home Health, Inc.

10. Licensing and Nondisclosure Agreement between MEDI-SPAN, a division of Wolters Kluwer Health, Inc. and SunCrest Healthcare, Inc. dated as of December 26, 2006.
11. Sage Software, Inc. License Agreement for Peachtree by and between Sage Software, Inc. and SunCrest Healthcare, Inc.
12. Microsoft Software License Agreement by and between Microsoft Corporation and SunCrest Healthcare, Inc. dated March 2010.
13. EHomeCare.com Information Services Agreement by and between CareAnyware, Inc. and Claiborne Home Health Care dated as of March 26, 2009.