

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Univita Health, Inc.		06/17/2011	CORPORATION: DELAWARE
Arrow Holdings LLC		06/17/2011	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	PUBLIC LISTED COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3772404	ARROW PARTNERSHIP	
Registration Number:	3428398	ATENDA NURSING MANAGEMENT SERVICES	
Registration Number:	3327095	ATENDA HEALTHCARE SOLUTIONS	
Registration Number:	3484941	ATENDA HOME MEDICAL EQUIPMENT	
Registration Number:	3428397	ATENDA SPECIALTY INFUSION PHARMACY	
Registration Number:	3941710	UNIVITA LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP, c/o Julie Dalke		
<b>Address Line 1:</b>	650 Town Center Dr, 20th fl		
<b>Address Line 2:</b>	(046373-0002)		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 3772404

ATTORNEY DOCKET NUMBER:	(046373-0002)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	06/28/2011
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Security Agreement"), dated as of June 17, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Barclays Bank PLC ("Barclays"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties (each as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 17, 2011 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders, Barclays, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, Jefferies Finance LLC and General Electric Capital Corporation, as Co-Syndication Agents, and M&I Marshall & Ilsley Bank, as Documentation Agent, the Lenders 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 dated as of June 17, 2011 in favor of the Collateral Agent (as may be amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Finance 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 Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral 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 Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 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 Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event of a conflict between the terms of this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Term. The term of this Security Agreement shall extend until the termination of the Guaranty and Security Agreement.

Section 5. 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 licenses subject to a security interest hereunder.

Section 6. Counterparts. This 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 7. Governing Law. This 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, each Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

UNIVITA HEALTH INC.  
LONG TERM CARE GROUP, INC.  
ARROW HOLDINGS LLC

By:   
Name: Jeffrey J. Sjobeck  
Title: Responsible Officer

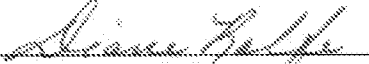
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[Signature Page to Grant of Security Interests in Trademarks]

**TRADEMARK**  
**REEL: 004571 FRAME: 0571**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

BARCLAYS BANK PLC,  
as Collateral Agent

By:   
Name: **Diane Rolfe**  
Title: **Director**


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[Signature Page to the Grant of Security Interest in Trademarks]


**TRADEMARK**  
**REEL: 004571 FRAME: 0572**

SCHEDULE 1  
TO  
GRANT OF SECURITY INTEREST IN TRADEMARKS

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>OWNER NAME</u>	<u>STATUS</u>	<u>APP. NO. APP. DATE</u>	<u>REG. NO. REG. DATE</u>
ARROW PARTNERSHIP	ARROW HOLDINGS, LLC	REGISTERED	77/476,394 5/16/2008	3,772,404 04/06/2010
ATENDA HEALTHCARE SOLUTIONS	UNIVITA HEALTH INC.	REGISTERED	78/788,426 1/10/2006	3,327,095 10/30/2007
ATENDA SPECIALTY INFUSION PHARMACY	UNIVITA HEALTH INC.	REGISTERED	78/789,030 1/11/2006	3,428,397 05/13/2008
ATENDA HOME MEDICAL EQUIPMENT	UNIVITA HEALTH INC.	REGISTERED	78/789,037 1/11/2006	3,484,941 08/12/2008
ATENDA NURSING MANAGEMENT SERVICES	UNIVITA HEALTH INC.	REGISTERED	78/789,041 1/11/2006	3,428,398 04/13/2008
 Univita	LONG TERM CARE GROUP, INC.	REGISTERED New Mexico		TK10041201 04/12/2010
UNIVITA	LONG TERM CARE GROUP, INC.	REGISTERED South Carolina		04/01/2010
UNIVITA	LONG TERM CARE GROUP, INC.	REGISTERED Wisconsin		20105001755 03/31/2010
 Univita	LONG TERM CARE GROUP, INC.	REGISTERED Alabama		111923 03/31/2010
UNIVITA	LONG TERM CARE GROUP, INC.	REGISTERED Kansas		18195 03/30/2010
UNIVITA	LONG TERM CARE GROUP, INC.	REGISTERED Louisiana		03/29/2010
UNIVITA	LONG TERM CARE GROUP, INC.	REGISTERED Nebraska		10132762 03/04/2010
UNIVITA LIVING	UNIVITA HEALTH INC.	REGISTERED	77/903,125 12/30/2009	3,941,710 04/05/2011

2. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>OWNER NAME</u>	<u>STATUS</u>	<u>APP. NO.</u> <u>APP. DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
	UNIVITA HEALTH INC.	Notice of Allowance issued (PENDING) Intent to Use	77/903,095 12/30/2009	
THE NEW AGE OF INDEPENDENCE	UNIVITA HEALTH INC.	Notice of Allowance issued (PENDING) Intent to Use	77/903,108 12/30/2009	

3. LICENSES

1. U.S. License Agreement for Avanade Connected Architectures by and between Avanade Inc. and Long Term Care Group, Inc., dated as of March 9, 2007.