

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		11/07/2011	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	OHS Service Corp.		
Street Address:	3350 Riverwood Parkway		
Internal Address:	Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1722858	REHAB WITHOUT WALLS	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
Phone:	212-701-3283		
Email:	steven.kovalan@thomsonreuters.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Maureen P. Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Steven Kovalan		
Signature:	/Steven Kovalan/		

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TRADEMARK
REEL: 004660 FRAME: 0622

Date:

11/14/2011

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of November 7, 2011 ("Effective Date") by Bank of America, N.A. its successors, assigns and other legal representatives (in its capacity as Administrative Agent (as defined below)) in favor of OHS Service Corp., a Texas corporation (the "Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of August 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gentiva Health Services, Inc. (the "Borrower"), the subsidiary guarantors party thereto, Bank of America, N.A., as Administrative Agent, each lender from time to time party thereto and the other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain U.S. Security Agreement, dated as of August 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the grantors identified therein in favor of the Administrative Agent, Grantor granted to the Administrative Agent a continuing security interest in and to all of its right, title and interest in and to certain Collateral, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto together with the goodwill associated therewith (collectively, the "Trademarks"). Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, certain of its affiliates and the Collateral Agent entered into a Trademark Security Agreement, dated as of August 17, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on August 25, 2010, at Reel 4266, Frame 0602;

WHEREAS, pursuant to the terms of that that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 2, 2011, by and between Grantor, Gentiva Rehab Without Walls, LLC, a Delaware limited liability company, and Gentiva Health Services (USA) Inc., a Delaware corporation, as sellers, and Southern Home Care Services, Inc., a Georgia corporation (the "Buyer"), Grantor is transferring, among other things, the Trademarks to the Buyer (the "Sale"); and

WHEREAS, the Administrative Agent has agreed to terminate and release the entirety of its security interest in and to the Trademarks, effective simultaneously with the consummation of the Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby states as follows:

1. Release of Security Interest. The Administrative Agent hereby terminates its security interest in the Trademarks that were pledged pursuant to the Trademark Security Agreement, and terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks together with the goodwill associated therewith, such actions to be evidenced by delivery of this Release, executed on behalf of the Administrative Agent, to the Grantor.

2. Assignment of Rights. If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

3. Further Assurances. The Administrative Agent shall take all further actions, reasonably acceptable to the Administrative Agent, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:

Zubin R. Shroff

Title:

Director

[Release of Security Interest in Trademarks Signature Page]

TRADEMARK

REEL: 004660 FRAME: 0626

SCHEDULE A

Trademarks

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
OHS Service Corp.	1,722,858	REHAB WITHOUT WALLS