

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Bank of America, N.A., as Administrative Agent <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>US - Fed</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>QHS SERVICE CORP.</u> Internal: Address: Street Address: <u>3350 Riverwood Parkway, Suite 1400</u> City: <u>Atlanta</u> State: <u>GA</u> Country: <u>USA</u> Zip: <u>30339</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>US - Texas</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>04/10/2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Trademark Release</u>		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way, Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>600-516-6304</u> Email Address: <u>MICHAEL.VIOLET@WOLTERS KLUWER.COM</u>		6. Total number of applications and registrations involved: 1	
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed		8. Payment information: Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>James P. Murphy</u> Signature JAMES P. MURPHY Name of Person Signing		April 10, 2012 Date Total number of pages including cover sheet, attachments, and document: 5	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004754 FRAME: 0315

SCHEDULE A

Trademarks

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
OHS Service Corp.	1,841,527	RWW

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of April 10, 2012 ("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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: **Robert LaPorto**
Title **Vice President**

[Release of Security Interest in Trademarks Signature Page]