

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):

Southern Home Care Services, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Georgia
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) Oct. 27, 2011 (Effective Sep. 10, 2011)

- Assignment
- Security Agreement
- Other Nunc Pro Tunc Assignment
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rehab Without Walls, Inc.

Internal

Address: _____

Street Address: 9901 Linn Station Road

City: Louisville

State: Kentucky

Country: United States Zip: 40223

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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)

1841527

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

RWW

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Frank S. Benjamin

Internal Address: McKenna Long & Aldridge LLP

Street Address: 303 Peachtree Street NE, Suite 5300

City: Allanta

State: Georgia Zip: 30308

Phone Number: 404-527-4986

Fax Number: 404-527-3662

Email Address: mfbp@mckennalong.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502157

Authorized User Name Frank S. Benjamin

9. Signature:

[Signature]
Signature

4/13/12
Date

Frank S. Benjamin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **4**

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

CH \$40.00 502157 184152

SOUTHERN HOME CARE SERVICES, INC.

9901 LINN STATION ROAD
LOUISVILLE, KENTUCKY 40223
(502) 394-2100

October 27, 2011

Gentiva Rehab Without Walls, LLC
Gentiva Health Services (USA) Inc.
c/o Gentiva Health Services Holding Corp.
3350 Riverwood Parkway, Suite 1400
Atlanta, Georgia 30339
Attn: Tony Strange
President and CEO

Re: Asset Purchase Agreement dated September 12, 2011 – Assignment by Buyer

Dear Mr. Strange:

Reference is made to that certain Asset Purchase Agreement dated September 12, 2011, among Southern Home Care Services, Inc., Gentiva Health Services (USA) Inc. and Gentiva Rehab Without Walls, LLC (the "Agreement"). All capitalized terms not otherwise defined in this letter agreement shall have the meanings given to them in the Agreement.

In accordance with Section 9.1 of the Agreement, Southern Home Care Services, Inc. has assigned all of its rights and obligations under the Agreement to Rehab Without Walls, Inc., formerly known as THM Homes, Inc., a Delaware corporation ("ResCare RWW"), and an Affiliate of Southern Home Care Services, Inc. Such assignment is effective immediately after the Effective Date. ResCare RWW hereby accepts and assumes all of the rights and obligations of Southern Home Care Services, Inc. under the Agreement and all of the documents and agreements executed by Southern Home Care Services, Inc. at the Closing and agrees to perform all of the obligations of Southern Home Care Services, Inc. as Buyer under the Agreement and all of such documents and agreements executed by Southern Home Care Services, Inc. at the Closing, in each case effective immediately after the Effective Date. Seller acknowledges and consents to such assignment and agrees that ResCare RWW shall have all of the rights and obligations of Southern Home Care Services, Inc. under the Agreement and all of the documents and agreements executed by Southern Home Care Services, Inc. at the Closing, including without limitation, the Management Agreement, Transition Services Agreement and Escrow Agreement.

This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereto agree that the delivery of this letter agreement by facsimile bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

Gentiva Rehab Without Walls, LLC
Gentiva Health Services (USA) Inc.
October 27, 2011
Page 2

If the foregoing accurately reflects your understandings regarding the matters addressed herein, please sign this letter agreement where indicated below and return a signed copy to the undersigned via facsimile or email.

Sincerely,

David Rhodes
Vice President

Agreed and accepted this 27th day of
October, 2011, but effective on
September 10, 2011

Gentiva Rehab Without Walls, LLC

By: 

Name: _____

Title: _____

Gentiva Health Services (USA) Inc.

By: 

Name: _____

Title: _____

Rehab Without Walls, Inc., fka THM Homes, Inc.

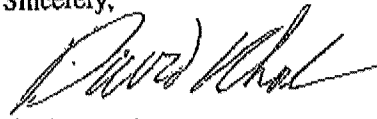
By: _____

David Rhodes, Vice President

Gentiva Rehab Without Walls, LLC
Gentiva Health Services (USA) Inc.
October 27, 2011
Page 2

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September 10, 2011

Gentiva Rehab Without Walls, LLC

By: _____

Name: _____

Title: _____

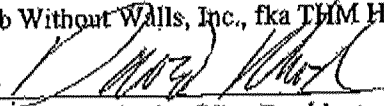
Gentiva Health Services (USA) Inc.

By: _____

Name: _____

Title: _____

Rehab Without Walls, Inc., fka THM Homes, Inc.

By: 
David Rhodes, Vice President