

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
Curo Health Services, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Regency Healthcare Group, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Curo Texas Hospice, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Sun Brook Home Care, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Curo Community Hospice, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Curo Arizona Hospice, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Curo Health Services Holdings, Inc.		05/31/2012	CORPORATION: DELAWARE
Hospice Plus North East LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
International Tutoring Services, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Healthcare Plus Supplies, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Goodwin Hospice, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Phoenix Hospice Care, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Phoenix Plus, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Phoenix Hospice, L.P.		05/31/2012	LIMITED PARTNERSHIP: DELAWARE
Hospice Plus, L.P.		05/31/2012	LIMITED PARTNERSHIP: DELAWARE
Curo Utah Hospice, Inc.		05/31/2012	CORPORATION: DELAWARE
LifePath Hospice and Family Care, L.L.C.		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Sun Brook Hospice, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

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Curo Utah Home Care, Inc.		05/31/2012	CORPORATION: DELAWARE
LifePath Home Health Care, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Regency Healthcare Holdings, Inc.		05/31/2012	CORPORATION: DELAWARE
EEF Regency, Inc.		05/31/2012	CORPORATION: DELAWARE
Regency Equity Corp.		05/31/2012	CORPORATION: DELAWARE
New Beacon Healthcare Group, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Regency Hospice of Georgia, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Regency Hospice of Northwest Florida, Inc.		05/31/2012	CORPORATION: DELAWARE
TNMO Healthcare, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Regency Home Office, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Community Home Care & Hospice, Inc.		05/31/2012	CORPORATION: DELAWARE
Community Health, Inc.		05/31/2012	CORPORATION: DELAWARE
Community Hospice, Inc.		05/31/2012	CORPORATION: DELAWARE
Carrolton Home Care, Inc.		05/31/2012	CORPORATION: DELAWARE
Community Hospice of the Carolinas, Inc.		05/31/2012	CORPORATION: DELAWARE
Community Home Care of Vance County, Inc.		05/31/2012	CORPORATION: DELAWARE
Community Home Care of Robeson County, Inc.		05/31/2012	CORPORATION: DELAWARE
Community Hospice of Kentucky, Inc.		05/31/2012	CORPORATION: DELAWARE
Hospice Family Care, Inc.		05/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3043878	COMMUNITY HOME CARE & HOSPICE

TRADEMARK
REEL: 004792 FRAME: 0947

Registration Number:	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS
Registration Number:	4102215	NOW MEANS NOW

CORRESPONDENCE DATA

Fax Number: 4044435697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-443-5744

Email: lallen@mcguirewoods.com

Correspondent Name: Laura Phillips, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree St., N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0068 (CURO)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	06/01/2012

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2012, is made by each of the entities listed on the signature pages hereof as Grantors (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 Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CURO HEALTH SERVICES, LLC, a Delaware limited liability company, CURO TEXAS HOSPICE, LLC, a Delaware limited liability company, SUN BROOK HOME CARE, LLC, a Delaware limited liability company, REGENCY HEALTHCARE GROUP, LLC, a Delaware limited liability company, CURO COMMUNITY HOSPICE, LLC, a Delaware limited liability company, and CURO ARIZONA HOSPICE, LLC, a Delaware limited liability company (each a "Borrower" and collectively, "Borrowers"), the other Credit Parties thereto, 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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 Borrowers 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. Delivery of an executed signature page of this Trademark Security agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof; provided, however, that Grantor shall promptly provide the Agent with a manually executed signature page upon delivery of an executed signature page by facsimile transmission or by Electronic Transmission.

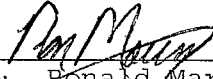
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each 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,


CURO HEALTH SERVICES, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


REGENCY HEALTHCARE GROUP, LLC, a Delaware limited liability company,
as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

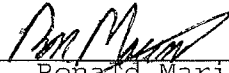
CURO TEXAS HOSPICE, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


SUN BROOK HOME CARE, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


CURO COMMUNITY HOSPICE, LLC,
a Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer
FEIN: _____


CURO ARIZONA HOSPICE, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


**CURO HEALTH SERVICES
HOLDINGS, INC.,** a Delaware
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

HOSPICE PLUS NORTH EAST LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


**INTERNATIONAL TUTORING
SERVICES, LLC,** a Delaware limited
liability company, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


HEALTHCARE PLUS SUPPLIES, LLC,
a Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

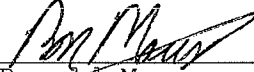
GOODWIN HOSPICE, LLC, a Delaware
limited liability company, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


PHOENIX HOSPICE CARE, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

PHOENIX PLUS, LLC, a Delaware
limited liability company, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


PHOENIX HOSPICE, L.P., a Delaware
limited liability partnership, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

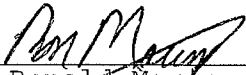
HOSPICE PLUS, L.P., a Delaware limited liability partnership, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

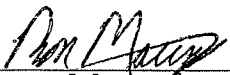
CURO UTAH HOSPICE, INC., a Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

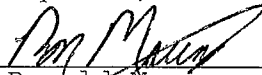
LIFEPATH HOSPICE AND FAMILY CARE, L.L.C., a Delaware limited liability company, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


SUN BROOK HOSPICE, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


CURO UTAH HOME CARE, INC., a Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


LIFEPATH HOME HEALTH CARE,
LLC, a Delaware limited liability company,
as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


REGENCY HEALTHCARE
HOLDINGS, INC., a Delaware
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


EEF REGENCY, INC., a Delaware
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

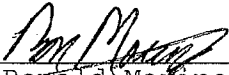
REGENCY EQUITY CORP., a Delaware
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


NEW BEACON HEALTHCARE
GROUP, LLC, a Delaware limited liability
company, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


**REGENCY HOSPICE OF GEORGIA,
LLC**, a Delaware limited liability company,
as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

**REGENCY HOSPICE OF
NORTHWEST FLORIDA, INC.**, a
Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


TNMO HEALTHCARE, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


REGENCY HOME OFFICE, LLC, a
Delaware limited liability company, as
Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

**COMMUNITY HOME CARE &
HOSPICE, INC.**, a Delaware corporation,
as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

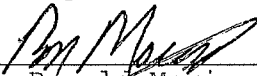
COMMUNITY HEALTH, INC., a
Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


COMMUNITY HOSPICE, INC., a
Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


CARROLTON HOME CARE, INC., a
Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

**COMMUNITY HOSPICE OF THE
CAROLINAS, INC., a Delaware**
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


**COMMUNITY HOME CARE OF
VANCE COUNTY, INC., a Delaware**
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer


COMMUNITY HOME CARE OF
ROBESON COUNTY, INC., a Delaware
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

COMMUNITY HOSPICE OF
KENTUCKY, INC., a Delaware
corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

HOSPICE FAMILY CARE, INC., a
Delaware corporation, as Grantor

By: 
Name: Ronald Marino
Title: Chief Financial Officer

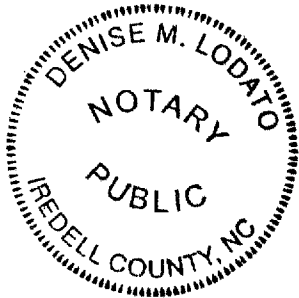
ACKNOWLEDGMENT OF GRANTOR

State of NORTH CAROLINA)

County of IREDELL)

ss.

On this 30 day of MAY, 2012 before me personally appeared RONALD MARINO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each Grantor on the signature pages of said instrument, who being by me duly sworn did depose and say that he is an authorized officer of said Grantors, that the said instrument was signed on behalf of said Grantors as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said Grantors.




Denise M. Lodato

Notary Public

COMM. EXP. August 29, 2016

ACCEPTED AND AGREED
as of the date first above written:



GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Milan Patel
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
COMMUNITY HOME CARE & HOSPICE & Design 	North Carolina	N/A	18083 9/3/2004	Carrolton Home Care, Inc.	Registered
COMMUNITY HOME CARE & HOSPICE & Design 	U.S. Federal	76/612214 9/15/2004	3043878 1/17/2006	Carrolton Home Care, Inc.	Registered
EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS	North Carolina	N/A	18084 9/3/2004	Carrolton Home Care, Inc.	Registered
EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS	U.S. Federal	76/612215 9/14/2004	3039442 1/10/2006	Carrolton Home Care, Inc.	Registered
NOW MEANS NOW	U.S. Federal	85/366448 7/8/2011	4102215 2/21/2012	Community Health, Inc.	Registered

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Client Service Agreement, dated as of January 5, 2011, by and between Homecare Homebase, L.P., a Texas limited partnership, and Curo Health Services, Inc., a Delaware corporation, for the use of Homecare Homebase clinical software