

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD Bank. N.A.		05/20/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Freedom Home Health, Inc. f/k/a Freedom Eldercare, Inc.		
Street Address:	161 Main Street		
City:	Hackensack		
State/Country:	NEW JERSEY		
Postal Code:	07601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3246156	FREEDOM ELDERCARE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	rm. 2928		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	126633203283		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

OP \$40.00 3246156

Date:

06/05/2012

Total Attachments: 4

source=freedom release#page1.tif

source=freedom release#page2.tif

source=freedom release#page3.tif

source=freedom release#page4.tif

**TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT
AND SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST IN TRADEMARKS** (the "Release") is made this 21st day of May, 2012 (the "Release Date") by **TD BANK, N.A.**, a national association having a place of business at 2 West Main Street, Waterbury, Connecticut 06702 (the "Secured Party"), for the benefit of **FREEDOM HOME HEALTH, INC.** (formerly known as Freedom Eldercare, Inc.), a Delaware corporation having its principal place of business at 161 Main Street, Hackensack, NJ 07601 (the "Debtor").

WHEREAS, the Debtor has entered into that certain Commercial Loan and Security Agreement, dated as of September 30, 2008, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Debtor has entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of September 30, 2008, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted, assigned, transferred and conveyed to the Secured Party, by way of collateral security, all of the Trademark Collateral, and granted to Secured Party security interests and liens in and to all Trademark Collateral, including without limitation the trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademark Collateral, including the Marks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademark Collateral (including without limitation the Marks) and assign to Debtor the Trademark Collateral (including without limitation the Marks).

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral (including without limitation the Marks) granted, assigned, transferred, and conveyed by the Debtor to Secured Party under the Security Agreement and, to the extent it has any interest in the Trademark Collateral, hereby assigns, transfers and conveys to Debtor all of the Trademark Collateral, including without limitation the Marks.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Counterparts and Facsimile Signature. This Release may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Release may be executed by facsimile signature.

5. Headings. The section headings contained in this Release are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Release.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

TD BANK, N.A.

By: [Signature]

Name: Kelly Caramo
Title: Vice President

State of Connecticut
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss. Waterbury
County of New Haven)

On this 21 day of ^{May} March 2012, before me personally appeared Kelly Caramo to me known, who, being by me duly sworn, declared that he is a VP of TD Bank NA, the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

Nora Bassell
Notary Public
My commission expires: _____

NORA BASSELL
NOTARY PUBLIC
State of Connecticut
My Commission Expires
August 31, 2012

EXHIBIT A

The Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
FREEDOM ELDERCARE	78568269	Feb. 16, 2005	3246156	May 29, 2007