

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
ADVANCED HOMECARE HOLDINGS, INC.		06/07/2012	CORPORATION: DELAWARE
ABBA HOME HEALTH, L.P.		06/07/2012	LIMITED PARTNERSHIP: TEXAS
ADVANCED HOMECARE MANAGEMENT, INC.		06/07/2012	CORPORATION: DELAWARE
AHM ACTION HOME HEALTH, LP		06/07/2012	LIMITED PARTNERSHIP: TEXAS
AHM TEXAS GP, LLC		06/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
AHM TEXAS LP, INC.		06/07/2012	CORPORATION: DELAWARE
BEST HOME CARE LP		06/07/2012	LIMITED PARTNERSHIP: TEXAS
CONTINENTAL HOME CARE, INC.		06/07/2012	CORPORATION: OKLAHOMA
DAY-BY-DAY STAFF RELIEF, INC.		06/07/2012	CORPORATION: OKLAHOMA
DOSIK, INC.		06/07/2012	CORPORATION: TEXAS
DRC HEALTH SYSTEMS, L.P.		06/07/2012	LIMITED PARTNERSHIP: TEXAS
ENCOMPASS HOME HEALTH OF AUSTIN, LLC		06/07/2012	LIMITED LIABILITY COMPANY: TEXAS
ENCOMPASS HOME HEALTH OF COLORADO, LLC		06/07/2012	LIMITED LIABILITY COMPANY: COLORADO
ENCOMPASS HOME HEALTH OF DFW, LLC		06/07/2012	LIMITED LIABILITY COMPANY: TEXAS
ENCOMPASS HOME HEALTH OF THE WEST, LLC		06/07/2012	LIMITED LIABILITY COMPANY: IDAHO
ENCOMPASS HOSPICE OF THE WEST, LLC		06/07/2012	LIMITED LIABILITY COMPANY: IDAHO
ENCOMPASS OF FORT WORTH, LP		06/07/2012	LIMITED PARTNERSHIP: TEXAS
ENCOMPASS OF WEST TEXAS, LP		06/07/2012	LIMITED PARTNERSHIP: TEXAS

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FIRST CHOICE CHILDREN'S HOMECARE, LP		06/07/2012	LIMITED PARTNERSHIP: TEXAS
GUARDIAN HOME CARE, INC.		06/07/2012	CORPORATION: IDAHO
HALLMARK HOMECARE, L.P.		06/07/2012	LIMITED PARTNERSHIP: TEXAS
HEALTHCARE INNOVATIONS OF OKLAHOMA, L.L.C.		06/07/2012	LIMITED LIABILITY COMPANY: TEXAS
HEALTHCARE INNOVATIONS OF WESTERN OKLAHOMA, LLC		06/07/2012	LIMITED LIABILITY COMPANY: TEXAS
HEALTHCARE INNOVATIONS- TRAVERTINE HEALTH SERVICES, L.L.C.		06/07/2012	LIMITED LIABILITY COMPANY: TEXAS
IDAHO HOMECARE HOLDINGS, INC.		06/07/2012	CORPORATION: IDAHO
ORION HOMECARE, LLC		06/07/2012	LIMITED LIABILITY COMPANY: IDAHO
PREFERRED HOME HEALTH, L.P.		06/07/2012	LIMITED PARTNERSHIP: TEXAS
TEXAS SENIOR CARE, L.P.		06/07/2012	LIMITED PARTNERSHIP: TEXAS
WELLCARE, INC.		06/07/2012	CORPORATION: NEW MEXICO
WELLMARK HEALTHCARE SERVICES OF EL PASO, INC.		06/07/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	CIT FINANCE LLC
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3678244	ENCOMPASS
Registration Number:	3678245	ENCOMPASS HOME HEALTH
Registration Number:	3609089	A BETTER WAY TO CARE

CORRESPONDENCE DATA

Fax Number: 6508385109

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

TRADEMARK

REEL: 004803 FRAME: 0976

via US Mail.

Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: ZHENG BAO
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	34554/109
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NAME OF SUBMITTER:	ZHENG BAO
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Signature:	/ZHENG BAO/
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Date:	06/19/2012
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 7, 2012 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CIT FINANCE LLC (“CIT”), as administrative agent (the “Agent”) for the Lender Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Advanced Homecare Holdings, Inc., as borrower, has entered into a Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with CIT, as Administrative Agent, and the Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Banks under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security and Pledge Agreement as of the date hereof made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Loan Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Loan Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

the patents and patent applications set forth in Schedule A hereto (the “Patents”);

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Loan Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

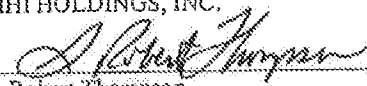
As Treasurer of:

ADVANCED HOMECARE HOLDINGS, INC.
ABBA HOME HEALTH, L.P.
ADVANCED HOMECARE MANAGEMENT, INC.
AHM ACTION HOME HEALTH, LP
AHM TEXAS GP, LLC
AHM TEXAS LP, INC.
BEST HOME CARE LP
CONTINENTAL HOME CARE, INC.
DAY-BY-DAY STAFF RELIEF, INC.
DOSIK, INC.
DRC HEALTH SYSTEMS, L.P.
ENCOMPASS HOME HEALTH OF AUSTIN, LLC
ENCOMPASS HOME HEALTH OF COLORADO,
LLC
ENCOMPASS HOME HEALTH OF DFW, LLC
ENCOMPASS HOME HEALTH OF THE WEST,
LLC
ENCOMPASS HOSPICE OF THE WEST, LLC
ENCOMPASS OF FORT WORTH, LP
ENCOMPASS OF WEST TEXAS, LP
FIRST CHOICE CHILDREN'S HOMECARE, LP
GUARDIAN HOME CARE, INC.
HALLMARK HOMECARE, L.P.
HEALTHCARE INNOVATIONS OF OKLAHOMA,
L.L.C.
HEALTHCARE INNOVATIONS OF WESTERN
OKLAHOMA, LLC
HEALTHCARE INNOVATIONS-TRAVERTINE
HEALTH SERVICES, L.L.C.
IDAHO HOMECARE HOLDINGS, INC.
ORION HOMECARE, LLC
PREFERRED HOME HEALTH, L.P.
TEXAS SENIOR CARE, L.P.
WELLCARE, INC.
WELLMARK HEALTHCARE SERVICES OF
EL PASO, INC.

and as CFO/Treasurer of:

EHHI HOLDINGS, INC.

By:


G. Robert Thompson

[Signature Page to IP Security Agreement]

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

USPTO Trademark Registrations	Registration No.	Type	Name of Registered Owner
Encompass	3678244	Registration	Advanced Homecare Management, Inc.
Encompass Home Health and Design	3678245	Registration	Advanced Homecare Management, Inc.
A Better Way to Care	3609089	Registration	Advanced Homecare Management, Inc.

New Mexico Trademark Registration	Registration No.	Type	Name of Registered Owner
Welcome Home Health & Logo	TK07051801	Registration	Wellcare, Inc.

SCHEDULE C

Copyrights

USCO Copyright Registrations	Registration No.	Type	Name of Registered Owner
Chronic care management: a toolbox for action	TX-4-990-878	Registration	Healthcare Innovations, Inc.
TOTAL HIP and KNEE REPLACEMENT PROGRAM Your Guide to Home Health Rehabilitation for Post-Operative Hip and Knee Replacements.	TX-7-145-453	Registration	Advanced Homecare Management, Inc.
TOTAL SHOULDER REPLACEMENT PROGRAM Your Guide to Home Health Rehabilitation for Post-Operative Shoulder Replacements.	TX-7-145-455	Registration	Advanced Homecare Management, Inc.
Texas Senior Care's certified admission coordinator.	TX-1-014-387	Registration	Texas Senior Care, Inc.
Texas Senior Care: essentials of Medicare homecare.	TX-1-004-938	Registration	Texas Senior Care, Inc.