

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>ABODE HEALTHCARE, INC.</td> <td></td> <td>08/17/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>ADVANCED TECHNOLOGIES IN HOME CARE, INC.</td> <td></td> <td>08/17/2012</td> <td>CORPORATION: VIRGINIA</td> </tr> <tr> <td>ATHC - HOSPICE, LLC</td> <td></td> <td>08/17/2012</td> <td>LIMITED LIABILITY COMPANY: VIRGINIA</td> </tr> <tr> <td>HEARTS FOR HOSPICE, LLC</td> <td></td> <td>08/17/2012</td> <td>LIMITED LIABILITY COMPANY: UTAH</td> </tr> <tr> <td>ABODE HEALTHCARE ALABAMA, INC.</td> <td></td> <td>08/17/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>HOSPICE OF NORTH ALABAMA, LLC</td> <td></td> <td>08/17/2012</td> <td>LIMITED LIABILITY COMPANY: ALABAMA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	ABODE HEALTHCARE, INC.		08/17/2012	CORPORATION: DELAWARE	ADVANCED TECHNOLOGIES IN HOME CARE, INC.		08/17/2012	CORPORATION: VIRGINIA	ATHC - HOSPICE, LLC		08/17/2012	LIMITED LIABILITY COMPANY: VIRGINIA	HEARTS FOR HOSPICE, LLC		08/17/2012	LIMITED LIABILITY COMPANY: UTAH	ABODE HEALTHCARE ALABAMA, INC.		08/17/2012	CORPORATION: DELAWARE	HOSPICE OF NORTH ALABAMA, LLC		08/17/2012	LIMITED LIABILITY COMPANY: ALABAMA
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HOSPICE OF NORTH ALABAMA, LLC		08/17/2012	LIMITED LIABILITY COMPANY: ALABAMA																										
RECEIVING PARTY DATA																													
Name:	COMERICA BANK																												
Street Address:	39200 W. Six Mile Road																												
Internal Address:	M/C 7512																												
City:	Livonia																												
State/Country:	MICHIGAN																												
Postal Code:	48152																												
Entity Type:	Texas banking association: TEXAS																												
PROPERTY NUMBERS Total: 4																													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3183111</td> <td>HEARTS FOR HOSPICE</td> </tr> <tr> <td>Registration Number:</td> <td>3186186</td> <td>HEARTS FOR HOME HEALTH</td> </tr> <tr> <td>Registration Number:</td> <td>3189039</td> <td>HEARTS TO-GO</td> </tr> <tr> <td>Registration Number:</td> <td>3282497</td> <td>HEARTS</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3183111	HEARTS FOR HOSPICE	Registration Number:	3186186	HEARTS FOR HOME HEALTH	Registration Number:	3189039	HEARTS TO-GO	Registration Number:	3282497	HEARTS													
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Registration Number:	3282497	HEARTS																											
CORRESPONDENCE DATA																													

CH \$115.00 3183111

Fax Number: 8585506420

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

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1549 ABODE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/17/2012

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 17, 2012 by and among COMERICA BANK ("Bank"), ABODE HEALTHCARE, INC., a Delaware corporation ("Abode") and each of the parties listed on Annex A attached hereto (each, including Abode, a "Grantor" and collectively, with Abode, the "Grantors").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

Address of each Grantor:

601 Union Street, Suite 3200  
Seattle, WA 98101  
Attn: David Kosloff

ABODE HEALTHCARE, INC.

By: [Signature]  
Name: David Kosloff  
Title: Secretary and Chief Financial Officer

ADVANCED TECHNOLOGIES IN HOME CARE, INC.

By: [Signature]  
Name: David Kosloff  
Title: Secretary and Chief Financial Officer

ATHC-HOSPICE, LLC

By: Abode Healthcare, Inc., its Sole Member  
By: [Signature]  
Name: David Kosloff  
Title: Secretary and Chief Financial Officer

HEARTS FOR HOSPICE, LLC

By: [Signature]  
Name: David Kosloff  
Title: Secretary and Chief Financial Officer

ABODE HEALTHCARE ALABAMA, INC.

By: [Signature]  
Name: David Kosloff  
Title: Secretary and Chief Financial Officer

HOSPICE OF NORTH ALABAMA, LLC

By: Abode Healthcare Alabama, Inc., its Sole Member  
By: [Signature]  
Name: David Kosloff  
Title: Secretary and Chief Financial Officer

**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

1051767/HEN

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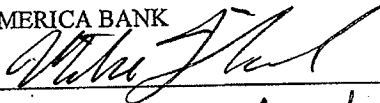
**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By:   
Title: Vice President

Annex A  
BORROWERS

1. Advanced Technologies In Home Care, Inc., a Virginia corporation
2. ATHC-Hospice, LLC, a Virginia limited liability company
3. Hearts For Hospice, LLC, a Utah limited liability company
4. Abode Healthcare Alabama, Inc., a Delaware corporation
5. Hospice of North Alabama, LLC, a Delaware limited liability company

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/Serial Number</b>	<b>Registration/Application Date</b>
HEARTS FOR HOSPICE	3,183,111	12/12/06
HEARTS FOR HOME HEALTH	3,186,186	12/19/06
HEARTS TO-GO	3,189,039	12/26/06
HEARTS (DESIGN)	3,282,497	08/21/07