

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Allegiance Hospice Group, Inc.		12/03/2012
	SolAmor Hospice Corporation		12/03/2012
			Entity Type
			CORPORATION: DELAWARE
			CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	National Hospice Holdings, LLC		
Street Address:	200 Dryden Road		
City:	Dresher		
State/Country:	PENNSYLVANIA		
Postal Code:	19205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	3681916	CARING FOR PEOPLE BY CARING ABOUT THEM
	Registration Number:	3418934	SOL AMOR HOSPICE
	Registration Number:	3418932	SOLAMOR
CORRESPONDENCE DATA			
Fax Number:	4045725135		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642-015038		

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	12/08/2012
<b>Total Attachments: 6</b> source=35 - Trademark Assignment#page1.tif source=35 - Trademark Assignment#page2.tif source=35 - Trademark Assignment#page3.tif source=35 - Trademark Assignment#page4.tif source=35 - Trademark Assignment#page5.tif source=35 - Trademark Assignment#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 3, 2012, is made by Allegiance Hospice Group, Inc., a Delaware corporation, located at 101 East State Street, Kennett Square, PA 19348 and SolAmor Hospice Corporation, a Oklahoma corporation, located at 101 East State Street, Kennett Square, PA 19348 (collectively, "Assignors"), in favor of National Hospice Holdings, LLC ("Assignee"), a Delaware limited liability company, located at 200 Dryden Road, Dresher, Pennsylvania 19205, the purchaser of certain assets of Assignors pursuant to that certain Asset Purchase Agreement between Genesis HealthCare LLC, Delaware a limited liability company, Assignee and the other parties thereto, dated as of November 15, 2012 (as amended, the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors authorize the Assignee (or any assignee or successor thereto) to file this Trademark Assignment with the U.S. Patent and Trademark Office, and further authorize Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this  
Trademark Assignment as of the date first above written.

Allegiance Hospice Group, Inc.

By: M Sherman

Name: Michael S. Sherman

Title: Senior Vice President and Secretary

Address for Notices:

101 East State Street

Kennett Square, PA 19348 USA

SolAmor Hospice Corporation

By: M Sherman

Name: Michael S. Sherman

Title: Senior Vice President and Secretary

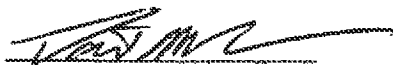
Address for Notices:

101 East State Street

Kennett Square, PA 19348 USA

AGREED TO AND ACCEPTED:

National Hospice Holdings, LLC

By: 

Name: DAVID OLICK

Title: CEO

Address for Notices:

200 DRYDEN RD  
SUITE 5300  
DROPSHER, PA 19025

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
CARING FOR PEOPLE BY CARING ABOUT THEM	Allegiance Hospice Group, Inc.	3681916	09/15/2009
SOL AMOR HOSPICE and Design	SolAmor Hospice Corporation	3418934	04/29/2008
SOLAMOR	SolAmor Hospice Corporation	3418932	04/29/2008