

## 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
Onward Healthcare, Inc.		01/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	Two Corporate Drive		
Internal Address:	Suite 730		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2793863	ONWARD HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	6175744112		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-574-3518		
Email:	smordas@goulstonstorr.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
NAME OF SUBMITTER:	Stacey Mordas		
Signature:	/s/ Stacey A. Mordas		
Date:	01/08/2013		

OP \$40.00 2793863

**Total Attachments: 5**

source=OH Trademark Security Agreement#page1.tif

source=OH Trademark Security Agreement#page2.tif

source=OH Trademark Security Agreement#page3.tif

source=OH Trademark Security Agreement#page4.tif

source=OH Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of January 8, 2013, is made by Onward Healthcare, Inc., a Delaware corporation (“Grantor”), in favor of JPMorgan Chase Bank, N.A. (the “Secured Party”).

Grantor, as a Borrower, the Secured Party, as the Lender, and other Loan Parties thereto are entering into a Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Credit Agreement”). In order to induce the Secured Party to enter into and extend credit to Grantor under the Credit Agreement, Grantor is entering into that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Security Agreement”). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any 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; provided further, that “Trademark Collateral” shall include any proceeds of any such “intent to use” trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

*[Signature Pages Follow]*

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**ONWARD HEALTHCARE, INC.**

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

Name: Michael T. Dylag

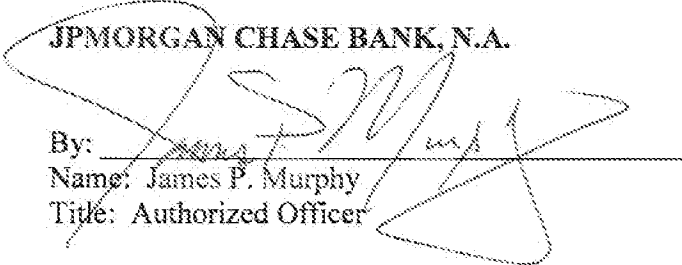
Title: Vice President, Assistant Secretary and Treasurer

*[Signature Page to JPMorgan Chase/Onward Healthcare Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004938 FRAME: 0488**

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By:   
Name: James P. Murphy  
Title: Authorized Officer

*[Signature Page to JPMorgan Chase/Onward Healthcare Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004938 FRAME: 0489**

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**US TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
Onward Healthcare	Onward Healthcare, Inc.	2793863	December 16, 2003	Registered