TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Odyssey Healthcare, Inc.		10/18/2013	CORPORATION: DELAWARE
OHS Service Corp., a Texas Corporation		10/18/2013	CORPORATION: TEXAS
Gentiva Health Services Holding Corp., a Delaware Corporation		10/18/2013	CORPORATION: DELAWARE
Gentiva Health Services Inc., a Delaware Corporation		10/18/2013	CORPORATION: DELAWARE
Healthfield, LLC., a Delaware Limited Liability Company		10/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as administrative agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3464098	
Registration Number:	3464097	GENTIVA
Registration Number:	3430064	LAZARUS HOUSE
Registration Number:	3218460	CASEMATCH
Registration Number:	3303130	GREAT HEALTHCARE HAS COME HOME
Registration Number:	3233987	GENTIVA UNIVERSITY
Registration Number:	2717717	GENTIVA
Registration Number:	3099188	SAFE STRIDES

OP $865.00 3464098

Registration Number:	1637226	THE HUG CENTER
Registration Number:	2334164	HEALTHFIELD
Registration Number:	3676396	A LIFE THAT MATTERS
Registration Number:	3644869	A PASSION FOR CARING
Registration Number:	3939016	BIG HEARTS. BETTER CARE.
Registration Number:	3865548	CAMP ODYSSEY
Registration Number:	3895159	CAMP ODYSSEY
Registration Number:	2977864	EXCELLENCE WITHOUT EXCEPTION
Registration Number:	2490463	IMPROVING THE QUALITY OF LIFE
Registration Number:	3617002	ODYSSEY CAREBEYOND
Registration Number:	2071649	ODYSSEY HEALTHCARE, INC.
Registration Number:	2069592	HEALTHCARE, INC. ODYSSEY
Registration Number:	3615165	ODYSSEY VISTACARE HOSPICE FOUNDATION
Registration Number:	3939017	ODYSSEYHOSPICE
Registration Number:	3939014	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.
Registration Number:	3682703	SKY CAMP
Registration Number:	3810087	SKY
Registration Number:	2672152	VISTACARE
Registration Number:	3700119	VISTACARE CAREBEYOND
Registration Number:	3939018	VISTACAREHOSPICE
Registration Number:	3939015	VISTACAREHOSPICE BIG HEARTS. BETTER CARE
Registration Number:	3310236	VISTACARE EXCELLENCE WITHOUT EXCEPTION.
Registration Number:	2717765	LIFESMART
Serial Number:	85867168	GENTIVALINK
Serial Number:	85867306	GENTIVALINK
Serial Number:	85867219	GENTIVALINK

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera

	/Michael Barys TR/
Date:	10/21/2013

Total Attachments: 8
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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

OHS Service Corp., a Texas Corporation
Citizenship – USA – TX

Gentiva Health Services Holding Corp., a Delaware Corporation
Citizenship – USA – DE

Gentiva Health Services, Inc., a Delaware Corporation
Citizenship – USA – DE

Healthfield, LLC., a Delaware Limited Liability Company
Citizenship – USA – DE

Execution Version

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 18, 2013, by Odyssey Healthcare, Inc., OHS Service Corp., Gentiva Health Services Holding Corp., Gentiva Health Services, Inc. and Healthfield, LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ODYSSEY HEALTHCARE, INC.

By: _____
Name: Tony Strange
Title: Chief Executive Officer and President

OHS SERVICE CORP.

By: _____
Name: Tony Strange
Title: Chief Executive Officer and President

GENTIVA HEALTH SERVICES HOLDING CORP.

By: _____
Name: Tony Strange
Title: Chief Executive Officer and President

GENTIVA HEALTH SERVICES, INC.

By: _____
Name: Tony Strange
Title: Chief Executive Officer and President

HEALTHFIELD, LLC

By: _____
Name: Tony Strange
Title: Chief Executive Officer and President

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name:
Title: Diane Rolfe
Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Gentiva Health Services, Inc.	3464098	Cross shaped dotted logo
Gentiva Health Services, Inc.	3464097	Gentiva (stylized with cross shaped dotted logo)
Gentiva Health Services, Inc.	3430064	Lazarus House
Gentiva Health Services Holding Corp.	3218460	Casematch
Gentiva Health Services, Inc.	3303130	Great Healthcare Has Come Home
Gentiva Health Services, Inc.	3233987	Gentiva University
Gentiva Health Services Holding Corp.	2717717	Gentiva (word mark)
Gentiva Health Services, Inc.	3099188	Safe Strides
Healthfield, LLC f/k/a/ Healthfield, Inc.	1637226	The Hug Center & Design (Bear in Circle logo)
Healthfield, LLC f/k/a Healthfield, Inc.	2334164	Healthfield (word mark)
Odyssey Healthcare, Inc.	3676396	A Life That Matters
Odyssey Healthcare, Inc.	3644869	A Passion For Caring
Odyssey Healthcare, Inc.	3939016	Big hearts. Better care.
Odyssey Healthcare, Inc.	3865548	Camp Odyssey
Odyssey Healthcare, Inc.	3895159	Camp Odyssey & Design
Odyssey Healthcare, Inc.	2977864	Excellence Without Exception

OWNER	REGISTRATION NUMBER	TRADEMARK
Odyssey Healthcare, Inc.	2490463	Improving the Quality of Life
Odyssey Healthcare, Inc.	3617002	Odyssey CareBeyond
Odyssey Healthcare, Inc.	2071649	Odyssey Healthcare, Inc.
Odyssey Healthcare, Inc.	2069592	Healthcare, Inc. Odyssey & Design
Odyssey Healthcare, Inc.	3615165	Odyssey Vistacare Hospice Foundation
Odyssey Healthcare, Inc.	3939017	OdysseyHospice
Odyssey Healthcare, Inc.	3939014	OdysseyHospice Big hearts. Better care. & Design
Odyssey Healthcare, Inc.	3682703	Sky Camp
Odyssey Healthcare, Inc.	3810087	Sky and Design (Sky Camp Logo)
Odyssey Healthcare, Inc.	2672152	Vistacare
Odyssey Healthcare, Inc.	3700119	VistaCare CareBeyond
Odyssey Healthcare, Inc.	3939018	VistaCareHospice
Odyssey Healthcare, Inc.	3939015	VistaCareHospice Big hearts. Better care. & Design
Odyssey Healthcare, Inc.	3310236	Vistacare Excellence Wiouth Exception
OHS Service Corp.	2717765	Lifesmart

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Gentiva Health Services, Inc.	85867168	Gentivalink
Gentiva Health Services, Inc.	85867306	Gentivalink
Gentiva Health Services, Inc.	85867219	Gentivalink