

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bristol Hospice, L.L.C.		11/29/2013	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA	
Name:	Saratoga Investment Corp. SBIC LP
Street Address:	535 Madison Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	4425110	EMBRACING A REVERENCE FOR LIFE
Registration Number:	4425109	BRISTOL HOMECARE
Registration Number:	4425108	BRISTOL HOSPICE
Registration Number:	4425107	B
Registration Number:	4418269	THE PLACE OF THE BRIDGE
Registration Number:	3869825	B BRISTOL HOSPICE EMBRACING A REVERENCE

CORRESPONDENCE DATA	
Fax Number:	9192868199
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919 286-8000
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive

OP \$165.00 4425110

Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 036806-18 JES

NAME OF SUBMITTER: John E. Slaughter

Signature: /John E. Slaughter/

Date: 12/03/2013

Total Attachments: 6

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 29th day of November, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **SARATOGA INVESTMENT CORP. SBIC LP**, a Delaware limited partnership, in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Junior Credit Agreement dated as of November 29, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") **BRISTOL HOSPICE, L.L.C.**, a Utah limited liability company ("Parent"), **BRISTOL HOSPICE – CALIFORNIA, L.L.C.**, a Utah limited liability company ("Bristol California"), **BRISTOL HOSPICE – HAWAII, L.L.C.**, a Utah limited liability company ("Bristol Hawaii"), **BRISTOL HOSPICE – UTAH, L.L.C.**, a Utah limited liability company ("Bristol Hospice Utah"), **BRISTOL HOSPICE – SACRAMENTO, L.L.C.**, a Utah limited liability company ("Bristol Sacramento"), **BRISTOL HOME CARE – UTAH, L.L.C.**, a Utah limited liability company ("Bristol Home Care Utah"), **BH VENTURES, L.L.C.**, a Utah limited liability company ("BH Ventures"), **BH VENTURES II, L.L.C.**, a Utah limited liability company ("BH Ventures II"), and **BRISTOL HOSPICE – STOCKTON, L.L.C.**, a Utah limited liability company ("Bristol Stockton"; together with Bristol California, Bristol Hawaii, Bristol Hospice Utah, Bristol Sacramento, Bristol Home Care Utah, BH Ventures and BH Ventures II are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of November 29, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender

Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

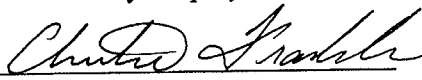
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

BRISTOL HOSPICE, L.L.C.,
a Utah limited liability company

By: 

Name: Christie Franklin

Title: President and Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

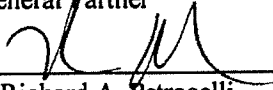
TRADEMARK
REEL: 005166 FRAME: 0790

ACCEPTED AND ACKNOWLEDGED BY:

**SARATOGA INVESTMENT CORP. SBIC LP,
as Administrative Agent**

**By: Saratoga Investment Corp. GP, LLC,
as its General Partner**

**By: Saratoga Investment Corp.,
as the Sole Member and Manager of the
General Partner**

**By:  _____
Name: Richard A. Petrocelli
Title: Chief Financial Officer**

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 005166 FRAME: 0791**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Bristol Hospice, L.L.C.
(Utah Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
EMBRACING A REVERENCE FOR LIFE	4425110	10/29/13
BRISTOL HOMECARE	4425109	10/29/13
BRISTOL HOMECARE	4425108	10/29/13
B and Design	4425107	10/29/13
THE PLACE OF THE BRIDGE	4418269	10/15/13
B BRISTOL HOSPICE EMBRACING A REVERENCE FOR LIFE	3869825	11/02/10