

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
Fidelis Seniorcare, Inc.		12/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deerfield Private Design Fund II, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Deerfield Private Design International II, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS

Name:	Deerfield Special Situations Fund, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Deerfield Special Situations International Master Fund, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

CH \$190.00 86052624

Entity Type: LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86052624	FIDELIS SECUREHOME
Serial Number:	85952287	FIDELIS SECUREPREMIER
Serial Number:	85950002	FIDELIS SECURERESPECT
Serial Number:	85950048	FIDELIS SECURELIFE
Serial Number:	85826158	FIDELIS SECURETOUCH
Registration Number:	3595638	SECURE COMFORT
Registration Number:	3595639	SECURE COMFORT PLUS

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 333285-96

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 12/27/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 26th day of December, 2013 by FIDELIS SENIORCARE, INC., a Delaware corporation ("**Grantor**"), in favor of DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P., DEERFIELD SPECIAL SITUATIONS FUND, L.P. AND DEERFIELD SPECIAL SITUATIONS INTERNATIONAL MASTER FUND, L.P. (collectively, the "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee, have entered into a certain Facility Agreement dated as of December 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of December 24, 2013 among Grantee, Grantor and the subsidiaries of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty Agreement**"), Grantor has granted to Grantee a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor (collectively, the "**Trademarks**"), including registrations and applications therefor, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Guaranty Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Facility Agreement and Guaranty Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Guaranty Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

4. Transaction Document. This Agreement shall constitute a Transaction Document.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FIDELIS SENIORCARE, INC., a Delaware corporation

By: 

Name: Samuel Willcoxon

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

DEERFIELD PRIVATE DESIGN FUND II, L.P.

By: Deerfield Mgmt., L.P., is General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD SPECIAL SITUATIONS FUND, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD SPECIAL SITUATIONS INTERNATIONAL MASTER FUND, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: David J. Clark
Name: David J. Clark
Title: Authorized Signatory

Schedule A

United States Federal Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
FIDELIS SECURE HOME	86052624	8/30/13			Fidelis SeniorCare, Inc.
FIDELIS SECURE PREMIER	85952287	6/6/13			Fidelis SeniorCare, Inc.
FIDELIS SECURE RESPECT	85950002	6/4/13			Fidelis SeniorCare, Inc.
FIDELIS SECURE LIFE	85950048	6/4/13			Fidelis SeniorCare, Inc.
FIDELIS SECURE TOUCH	85826158	1/17/13			Fidelis SeniorCare, Inc.
SECURE COMFORT			3595638	3/24/09	Fidelis SeniorCare, Inc.
SECURE COMFORT PLUS			3595639	3/24/09	Fidelis SeniorCare, Inc.

Trademark Licenses

None