

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRISUN HEALTHCARE, LLC		12/02/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	CIT FINANCE LLC, as agent		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3731329	WHERE SENIOR CARE SHINES	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37832000077		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	03/31/2014		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 2, 2013 is made by TRISUN HEALTHCARE, LLC, a Texas limited liability company, located at 1703 West Fifth Street, Suite 800 Austin, TX 78703 (the "Grantor"; and together with any Person (as defined in the Loan Agreement referenced below) from time to time joined as a borrower party to the Loan Agreement, individually, a "Borrower" and collectively, the "Borrowers"), in favor of CIT FINANCE LLC, a Delaware limited liability company, as agent (the "Agent"), in connection with that certain Loan and Security Agreement dated as of the date hereof among the Borrowers, Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Loan Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

(Signature Pages Follow)

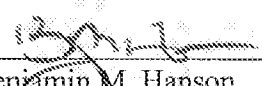
(Signature Page to Grant of Security Interest In Trademark Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

TRISUN HEALTHCARE LLC, a Texas
limited liability company

By: _____

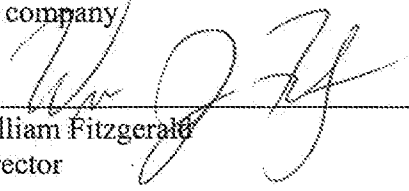

Benjamin M. Hanson
Chief Executive Officer

(Signature Page to Grant of Security Interest In Trademark Rights)

AGENT:

CIT FINANCE LLC, a Delaware limited
liability company

By: _____


William Fitzgerald
Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Reg. No.	Reg. Date	App. No.	App. Date	Current Registrant
WHERE SENIOR CARE SHINES	3,731,329	December 29, 2009	77/751,112	June 3, 2009	TRISUN Healthcare, LLC