

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Hospice Holdings, LLC		07/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FCT Hospice, LLC		
Street Address:	3820 Mansell Road, Suite 280		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3681916	CARING FOR PEOPLE BY CARING ABOUT THEM	
Registration Number:	3418934	SOL AMOR HOSPICE	
Registration Number:	3418932	SOLAMOR	
Registration Number:	4133567	LIFE CHOICE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-7519		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Erica L. Han, Ropes & Gray LLP		
Address Line 1:	Prudential Tower		
Address Line 2:	800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	AGW-187-004		
NAME OF SUBMITTER:	Erica L. Han		
SIGNATURE:	/Erica L. Han/		
DATE SIGNED:	12/18/2014		
Total Attachments: 5			

OP \$115.00 3681916

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 31, 2013, is made by National Hospice Holdings, LLC, a Delaware limited liability company, located at 200 Dryden Road, Dresher, Pennsylvania 19205 ("**Assignor**"), in favor of FCT Hospice, LLC ("**Assignee**"), a Delaware limited liability company, located at 3820 Mansell Road, Suite 280, Alpharetta, Georgia 30022, which Assignee is the holding company that will own certain entities that are being sold, transferred and assigned by Assignor pursuant to that certain Purchase and Contribution Agreement, dated as of June 24, 2013, by and among the Assignor, Trident USA Health Services, LLC and FC Trident, LLC, (as amended, the "**Asset Purchase Agreement**").

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to accept such assignment, of certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Assignee (or any assignee or successor thereto) to file this Trademark Assignment with the U.S. Patent and Trademark Office, and further authorize Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this
Trademark Assignment as of the date first above written.

National Hospice Holdings, LLC

By: 

Name: *Alan E. Morrison*

Title: *Manager*

Address for Notices:

200 Dryden Road

Dresher, Pennsylvania 19205

AGREED TO AND ACCEPTED:

FCT Hospice, LLC

By: _____

Name:

Title:

Address for Notices:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005421 FRAME: 0935

IN WITNESS WHEREOF, Assignor has duly executed and delivered this
Trademark Assignment as of the date first above written.

National Hospice Holdings, LLC

By: _____

Name:

Title:

Address for Notices:

200 Dryden Road

Dresher, Pennsylvania 19205

AGREED TO AND ACCEPTED:

FCT Hospice, LLC

By: _____

Name: *CHRISTINA L FERTH*

Title: *MANAGER*

Address for Notices:

3820 Mansell Road, Suite 280

Alpharetta, Georgia 30022

[Signature Page to Trademark Assignment Agreement].

TRADEMARK
REEL: 005421 FRAME: 0936

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
CARING FOR PEOPLE BY CARING ABOUT THEM	National Hospice Holdings, LLC	3681916	12/08/2012
SOL AMOR HOSPICE AND DESIGN	National Hospice Holdings, LLC	3418934	12/08/2012
SOLAMOR	National Hospice Holdings, LLC	3418932	12/08/2012
LIFE CHOICE	National Hospice Holdings, LLC	4133567	05/01/2012