

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM328314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT HEALTHCARE LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASPERION HOSPICE HOLDING COMPANY LLC		
<b>Street Address:</b>	One Ravinia Drive		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3143542	ASPERION HOSPICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-235-4322		
<b>Email:</b>	trademarks@ropesgray.com		
<b>Correspondent Name:</b>	Michael B. Grosso III, Ropes & Gray LLP		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	AGW-187-004		
<b>NAME OF SUBMITTER:</b>	Michael B. Grosso		
<b>SIGNATURE:</b>	/Michael Grosso/		
<b>DATE SIGNED:</b>	01/08/2015		
<b>Total Attachments: 3</b>			
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 22, 2014 ("Release"), is made by CIT Healthcare LLC, as Agent, a Delaware limited liability company ("Agent") in favor of Asperion Hospice Holding Company LLC, a Delaware limited liability company ("Grantor").

**WHEREAS**, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of December 10, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Agent, each Grantor granted to the Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of December 10, 2010 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on January 18, 2013 at Reel 4945 Frame 0599.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

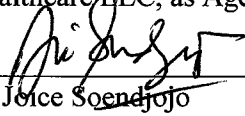
(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

CIT Healthcare LLC, as Agent

By: \_\_\_\_\_

Name: Joice Soendjolo

Title: Vice President

**Schedule A**

**Asperion Hospice Holding Company LLC  
(Delaware Limited Liability Company)**

**U.S. Trademark**

**Registered Mark**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ASPERION HOSPICE	3143542	09/12/06