# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM330908

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark (Reel:5134/Frame 0396)	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Administrative Agent		02/02/2015	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Harden Healthcare, LLC, as Pledgor
Street Address:	3350 Riverwood Parkway, Suite 1400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS
Name:	Girling Health Care, Inc., a Texas corporation, as Pledgor
Street Address:	3350 Riverwood Parkway, Suite 1400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: TEXAS
Name:	Lighthouse Hospice Partner, LLC, a Texas limited liability company, as Pledgor
Street Address:	3350 Riverwood Parkway, Suite 1400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS
Name:	Voyager Hospice Care Inc., a Delaware corporation, as Pledgor
Street Address:	3350 Riverwood Parkway, Suite 1400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: DELAWARE
Name:	The American Heartland Hospice Corp., a Missouri corporation, as Pledgor
Street Address:	3350 Riverwood Parkway, Suite 1400
City:	Atlanta
	TRADEMARK

REEL: 005452 FRAME: 0062 900314562

State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: MISSOURI

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2878069	HARDEN HEALTHCARE
Registration Number:	4258765	CONTINUOUS CARE. ENDLESS COMPASSION.
Registration Number:	4247128	HARDEN HEALTHCARE
Registration Number:	3109937	MBS
Registration Number:	2973305	TRISUN HEALTHCARE
Registration Number:	3725107	A HERITAGE OF CARING. RIGHT IN YOUR HOME
Registration Number:	3983373	LIGHTHOUSE HOSPICE
Registration Number:	3810677	PROMISECARE
Registration Number:	2710076	AMHEART HOSPICE
Registration Number:	2710075	AMHEART HOSPICE
Registration Number:	4451252	GIRLING HOSPICE

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine St.

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	02/03/2015

#### **Total Attachments: 7**

source=1 59. IP Release - Trademarks (Harden)#page1.tif source=1 59. IP Release - Trademarks (Harden)#page2.tif source=1 59. IP Release - Trademarks (Harden)#page3.tif source=1 59. IP Release - Trademarks (Harden)#page4.tif source=1 59. IP Release - Trademarks (Harden)#page5.tif source=1 59. IP Release - Trademarks (Harden)#page6.tif source=1 59. IP Release - Trademarks (Harden)#page7.tif

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of February 2, 2015 (the "<u>Effective Date</u>"), is made by BARCLAYS BANK PLC, in its capacity as administrative agent (the "<u>Agent</u>"), in favor of the pledgor parties identified on the signature page hereto (the "<u>Pledgors</u>").

WHEREAS, pursuant to that certain Security Agreement, dated as of October 18, 2013, by and among the Agent, the Pledgors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Pledgors granted to the Agent, in its capacity as Agent, a security interest in and to certain Intellectual Property Collateral;

WHEREAS, pursuant to the Security Agreement, the Pledgors executed and delivered a Trademark Security Agreement, dated as of October 18, 2013 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 21, 2013 at Reel/Frame 5141/0396; and

WHEREAS, the indebtedness described in and the obligations under the Security Agreement and all security interests in the Intellectual Property Collateral, including the Trademarks, are fully discharged and released and the Security Agreement and the Trademark Security Agreement are canceled and terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks, including the trademark registrations and applications set forth on Schedule A attached hereto, the Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (other than Excluded Property), in each case arising under the Security Agreement and the Trademark Security Agreement (collectively, the "Trademark Collateral"). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgors. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Pledgors and their successors, assigns, transferees or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by the Pledgors, at the Pledgors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.
- 6. This Release shall be binding upon the Agent's successors, assigns, transferees and other legal representatives, and is made in favor of and for the benefit of Grantors and their respective successors and assigns.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

[Signature page follows]

BARCLAYS BANK PLC, acting in its capacity as Administrative Agent

ny:\_\_\_\_ Name:

Title:

Assistant Vice President

(Signature Page to Trademark Release)

PLEDGORS: HARDEN HEALTHCARE, LLC, GIRLING HEALTH CARE, INC., LIGHTHOUSE HOSPICE PARTNERS, LLC, VOYAGER HOSPICE, INC., and THE AMERICAN HEARTLAND HOSPICE CORP.

## **SCHEDULE A**

### to

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## Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Harden Healthcare, LLC	2878069	Harden Healthcare
Harden Healthcare, LLC	4258765	CONTINUOUS CARE. ENDLESS COMPASSION
Harden Healthcare, LLC	4247128	HARDEN HEALTHCARE (with Design)
Harden Healthcare, LLC	3109937	MBS
Harden Healthcare, LLC	2973305	TRISUN HEALTHCARE
Girling Health Care, Inc.	3725107	A HERITAGE OF CARING. RIGHT IN YOUR HOME

## Service Mark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Lighthouse Hospice Partners, LLC	3,983,373	LIGHTHOUSE HOSPICE
Voyager HospiceCare, Inc.	3,810,677	PROMISECARE
The American Heartland Hospice Corp.	2,710,076	AMHEART HOSPICE
The American Heartland Hospice Corp.	2,710,075	AMHEART HOSPICE & Design
Girling Health Care, Inc.	4,451,252	GIRLING HOSPICE

TRADEMARK REEL: 005452 FRAME: 0068

**RECORDED: 02/03/2015**