

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM331074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IntegraCare Holdings, Inc., as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Home Health Services, Inc., a Utah corporation, as Lien Grantor		02/02/2015	CORPORATION: UTAH
RehabCare Group, Inc., a Delaware corporation, as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Centerre Healthcare Corporation, a Delaware corporation, as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Gentiva Health Services, Inc., a Delaware corporation, as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Gentiva Health Services Holding Corp., a Delaware corporation, as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Girling Health Care, Inc., a Texas corporation, as Lien Grantor		02/02/2015	CORPORATION: TEXAS
Harden Healthcare, LLC, a Delaware limited liability company, as Lien Grantor		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Lighthouse Hospice Partner, LLC, a Texas limited liability company, as Lien Grantor		02/02/2015	LIMITED LIABILITY COMPANY: TEXAS
The American Heartland Hospice Corp., a Missouri corporation, as Lien Grantor		02/02/2015	CORPORATION: MISSOURI
Voyager HospiceCare Inc., a Delaware corporation, as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Odyssey HealthCare Inc., a Delaware corporation, as Lien Grantor		02/02/2015	CORPORATION: DELAWARE
Healthfield, LLC (f/k/a Healthfield Inc.), a Delaware limited liability company, as Lien Grantor		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

OP \$1140.00 4480791

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	P.O. Box 6026, IL 1-1145/54/63
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680-6026
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 45**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4480791	INTEGRACARE
<b>Registration Number:</b>	2422191	HHS, HEALTH OPTIONS
<b>Registration Number:</b>	4263667	REHABCARE
<b>Registration Number:</b>	4293072	REHABCARE
<b>Registration Number:</b>	2730808	CENTERRE
<b>Registration Number:</b>	3464098	
<b>Registration Number:</b>	3464097	GENTIVA
<b>Registration Number:</b>	3373844	CARECENTRIX
<b>Registration Number:</b>	3099188	SAFE STRIDES
<b>Registration Number:</b>	3218460	CASEMATCH
<b>Registration Number:</b>	3303130	GREAT HEALTHCARE HAS COME HOME
<b>Registration Number:</b>	3233987	GENTIVA UNIVERSITY
<b>Registration Number:</b>	2717717	GENTIVA
<b>Registration Number:</b>	3725107	A HERITAGE OF CARING. RIGHT IN YOUR HOME
<b>Registration Number:</b>	4451252	GIRLING HOSPICE
<b>Registration Number:</b>	4258765	CONTINUOUS CARE. ENDLESS COMPASSION.
<b>Registration Number:</b>	4247128	HARDEN HEALTHCARE
<b>Registration Number:</b>	2973305	TRISUN HEALTHCARE
<b>Registration Number:</b>	2878069	HARDEN HEALTHCARE
<b>Registration Number:</b>	3109937	MBS
<b>Registration Number:</b>	3983373	LIGHTHOUSE HOSPICE
<b>Registration Number:</b>	2710075	AMHEART HOSPICE
<b>Registration Number:</b>	3810677	PROMISECARE
<b>Registration Number:</b>	3939018	VISTACAREHOSPICE
<b>Registration Number:</b>	3939017	ODYSSEYHOSPICE
<b>Registration Number:</b>	3939016	BIG HEARTS. BETTER CARE.
<b>Registration Number:</b>	3939015	VISTACAREHOSPICE BIG HEARTS. BETTER CARE
<b>Registration Number:</b>	3939014	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.
<b>Registration Number:</b>	3895159	CAMP ODYSSEY

Property Type	Number	Word Mark
Registration Number:	3810087	SKY
Registration Number:	3865548	CAMP ODYSSEY
Registration Number:	3682703	SKY CAMP
Registration Number:	3676396	A LIFE THAT MATTERS
Registration Number:	3644869	A PASSION FOR CARING
Registration Number:	3700119	VISTACARE CAREBEYOND
Registration Number:	3615165	ODYSSEY VISTACARE HOSPICE FOUNDATION
Registration Number:	3617002	ODYSSEY CAREBEYOND
Registration Number:	2977864	EXCELLENCE WITHOUT EXCEPTION
Registration Number:	2672152	VISTACARE
Registration Number:	2490463	IMPROVING THE QUALITY OF LIFE
Registration Number:	2069592	HEALTHCARE, INC. ODYSSEY
Registration Number:	2071649	ODYSSEY HEALTHCARE, INC.
Registration Number:	2334164	HEALTHFIELD
Registration Number:	1637226	THE HUG CENTER
Registration Number:	1675442	

#### 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 Sreet

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/k
DATE SIGNED:	02/04/2015

#### Total Attachments: 9

source=2 17. ABL Trademark Security Agreement (Executed)#page1.tif  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

IntegraCare Holdings, Inc., as Lien Grantor

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☒ Yes ☐ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 2, 2015

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: P.O. Box 6026, IL1-1145/54/63

City: Chicago

State: Illinois

Country: USA Zip: 60680-6026

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship USA  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0727

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:**

45

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

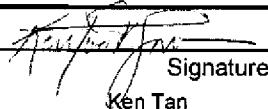
- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Ken Tan

2/02/2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK  
REEL: 005453 FRAME: 0069**

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Home Health Services, Inc., a Utah corporation, as Lien Grantor  
Citizenship – USA – UT  
640 East 700 South, Suite 101  
St. George, UT 84770

RehabCare Group, Inc., a Delaware corporation, as Lien Grantor  
Citizenship – USA – DE  
7733 Forsyth Blvd., Suite 2300  
St. Louis, MO 63105

Centerre Healthcare Corporation, a Delaware corporation, as Lien Grantor  
Citizenship – USA – DE  
113 Seaboard Lane, Suite B201  
Franklin TN 37067

Gentiva Health Services, Inc., a Delaware corporation, as Lien Grantor  
Citizenship – USA – DE  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Gentiva Health Services Holding Corp., a Delaware corporation, as Lien Grantor  
Citizenship – USA – DE  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Girling Health Care, Inc., a Texas corporation, as Lien Grantor  
Citizenship – USA – TX  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Harden Healthcare, LLC, a Delaware limited liability company, as Lien Grantor  
Citizenship – USA – TX  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Lighthouse Hospice Partner, LLC, a Texas limited liability company, as Lien Grantor  
Citizenship – USA – TX  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

The American Heartland Hospice Corp., a Missouri corporation, as Lien Grantor  
Citizenship – USA – MO  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Voyager HospiceCare, Inc., a Delaware corporation, as Lien Grantor  
Citizenship – USA – DE  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Odyssey HealthCare Inc., a Delaware corporation, as Lien Grantor  
Citizenship – USA – DE  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

Healthfield, LLC (f/k/a Healthfield, Inc.), a Delaware limited liability company, as Lien Grantor  
Citizenship – USA – DE  
3350 Riverwood Parkway, Suite 1400  
Atlanta, GA 30339

## ABL TRADEMARK SECURITY AGREEMENT

February 2, 2015

WHEREAS, each of the entities listed on the signature pages hereto (each, a “**Lien Grantor**” and collectively, the “**Lien Grantors**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Kindred Healthcare, Inc. (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to that certain ABL Credit Agreement dated as of June 1, 2011, as amended by the Amendment No. 1 to the ABL Credit Agreement dated as of October 4, 2012, as amended and restated by the Amendment and Restatement Agreement dated as of August 21, 2013, that certain Second Amendment and Restatement Agreement dated as of April 9, 2014, as further amended and restated by that certain Third Amendment and Restatement Agreement dated as of October 31, 2014 and as further amended by that certain Incremental ABL Joinder dated as of December 12, 2014 (as further amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) that certain ABL Guarantee and Security Agreement dated as of June 1, 2011 and as amended by the Amendment and Restatement Agreement dated as of August 21, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (as defined in the Credit Agreement), including this ABL Trademark Security Agreement, each Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Lien Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure such Lien Grantor’s Secured Guarantee, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under 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 acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by such Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;
- (ii) each Trademark License (as defined in the Security Agreement) to which such Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of such Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as an Enforcement Notice (as defined in the Credit Agreement) is in effect, to take with respect to the Trademark Collateral any and all appropriate action which such Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this ABL Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, each Lien Grantor has caused this ABL Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first listed above.

**Lien Grantors:**

IntegraCare Holdings, Inc.  
Home Health Services, Inc.  
RehabCare Group, Inc.  
Centerre Healthcare Corporation  
Gentiva Health Services, Inc.  
Gentiva Health Services Holding Corp.  
Girling Health Care, Inc.  
Harden Healthcare, LLC  
Lighthouse Hospice Partners, LLC  
The American Heartland Hospice Corp.  
Voyager HospiceCare, Inc.  
Odyssey HealthCare Inc.

By: 

Name: Joseph L. Landenwich

Title: Co-General Counsel and  
Corporate Secretary

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: 

Name: Dawn L. LeeLum  
Title: Executive Director

**Schedule 1  
to ABL Trademark  
Security Agreement**

**TRADEMARK REGISTRATIONS**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	IntegraCare Holdings, Inc.	INTEGRACARE	85979006 11/11/2011	4480791 02/11/2014
2.	Home Health Services, Inc.	HHS, HEALTH OPTIONS	75713664 05/25/1999	2422191 01/16/2001
3.	RehabCare Group, Inc.	REHABCARE	85577946 03/23/2012	4263667 12/25/2012
4.	RehabCare Group, Inc.	REHABCARE	85424920 09/16/2011	4293072 02/19/2013
5.	Centerre Healthcare Corporation	CENTERRE	78106653 02/04/2002	2730808 06/24/2003
6.	Gentiva Health Services, Inc.	DESIGN ONLY	78709892 09/09/2005	3464098 07/08/2008
7.	Gentiva Health Services, Inc.	GENTIVA	78709890 09/09/2005	3464097 07/08/2008
8.	Gentiva Health Services Holding Corp.	CARECENTRIX	78582783 03/08/2005	3373844 01/22/2008
9.	Gentiva Health Services, Inc.	SAFE STRIDES	78462434 08/05/2004	3099188 05/30/2006
10.	Gentiva Health Services Holding Corp.	CASEMATCH	76622717 12/01/2004	3218460 03/13/2007
11.	Gentiva Health Services, Inc.	GREAT HEALTHCARE HAS COME HOME	76620828 11/16/2004	3303130 10/02/2007
12.	Gentiva Health Services, Inc.	GENTIVA UNIVERSITY	76620607 11/12/2004	3233987 04/24/2007
13.	Gentiva Health Services Holding Corp.	GENTIVA	75841067 11/04/1999	2717717 05/20/2003
14.	Girling Healthcare, Inc.	A HERITAGE OF CARING. RIGHT IN YOUR HOME.	77736243 05/13/2009	3725107 12/15/2009
15.	Girling Health Care, Inc.	GIRLING HOSPICE	85921442 05/02/2013	4451252 12/17/2013
16.	Harden Healthcare, LLC	CONTINUOUS CARE. ENDLESS COMPASSION.	85421672 09/13/2011	4258765 12/11/2012
17.	Harden Healthcare, LLC	HARDEN HEALTHCARE	85420763 09/12/2011	4247128 11/20/2012
18.	Harden Healthcare, LLC	TRISUN HEALTHCARE	78247910 05/09/2003	2973305 07/19/2005
19.	Harden Healthcare, LLC	HARDEN HEALTHCARE	78243099 04/29/2003	2878069 08/24/2004
20.	Harden Healthcare, LLC	MBS	78217731 02/21/2003	3109937 06/27/2006
21.	Lighthouse Hospice Partners, LLC	LIGHTHOUSE HOSPICE	78939060 07/27/2006	3983373 06/28/2011
22.	The American Heartland Hospice Corp.	AMHEART HOSPICE	76346435 12/06/2001	2710075 04/22/2003
23.	Voyager HospiceCare, Inc.	PROMISECARE	77870568 11/11/2009	3810677 06/29/2010

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
24.	Odyssey HealthCare Inc.	VISTACAREHOSPICE	77955823 03/10/2010	3939018 03/29/2011
25.	Odyssey HealthCare Inc.	ODYSSEYHOSPICE	77955800 03/10/2010	3939017 03/29/2011
26.	Odyssey HealthCare Inc.	BIG HEARTS. BETTER CARE.	77955789 03/10/2010	3939016 03/29/2011
27.	Odyssey HealthCare Inc.	VISTACAREHOSPICE BIG HEARTS. BETTER CARE.	77955773 03/10/2010	3939015 03/29/2011
28.	Odyssey HealthCare Inc.	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.	77955379 03/10/2010	3939014 03/29/2011
29.	Odyssey HealthCare Inc.	CAMP ODYSSEY	77861513 10/30/2009	3895159 12/21/2010
30.	Odyssey HealthCare Inc.	SKY	77861491 10/30/2009	3810087 06/29/2010
31.	Odyssey HealthCare Inc.	CAMP ODYSSEY	77796740 08/04/2009	3865548 10/19/2010
32.	Odyssey HealthCare Inc.	SKY CAMP	77676316 02/23/2009	3682703 09/15/2009
33.	Odyssey HealthCare Inc.	A LIFE THAT MATTERS	77676309 02/23/2009	3676396 09/01/2009
34.	Odyssey HealthCare Inc.	A PASSION FOR CARING	77576886 09/23/2008	3644869 06/23/2009
35.	Odyssey HealthCare Inc.	VISTACARE CAREBEYOND	77576850 09/23/2008	3700119 10/20/2009
36.	Odyssey HealthCare Inc.	ODYSSEY VISTACARE HOSPICE FOUNDATION	77548336 08/15/2008	3615165 05/05/2009
37.	Odyssey HealthCare Inc.	ODYSSEY CAREBEYOND	77369905 01/11/2008	3617002 05/05/2009
38.	Odyssey HealthCare Inc.	EXCELLENCE WITHOUT EXCEPTION	76560562 10/28/2003	2977864 07/26/2005
39.	Odyssey HealthCare Inc.	VISTACARE	76394822 04/12/2002	2672152 01/07/2003
40.	Odyssey HealthCare Inc.	IMPROVING THE QUALITY OF LIFE	76087373 07/11/2000	2490463 09/18/2001
41.	Odyssey HealthCare Inc.	HEALTHCARE, INC. ODYSSEY	75120774 06/18/1996	2069592 06/10/1997
42.	Odyssey HealthCare Inc.	ODYSSEY HEALTHCARE, INC.	75115154 06/06/1996	2071649 06/17/1997
43.	Healthfield, LLC (f/k/a Healthfield, Inc.)	HEALTHFIELD	75328542 07/22/1997	2334164 03/28/2000
44.	Healthfield, LLC (f/k/a Healthfield, Inc.)	THE HUG CENTER	74052892 04/25/1990	1637226 03/05/1991
45.	Healthfield, LLC (f/k/a Healthfield, Inc.)	DESIGN ONLY	74052831 04/25/1990	1675442 02/11/1992