

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harden Healthcare, LLC		10/17/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	CTLTC Real Estate, LLC		
Street Address:	1703 W. 5th Street, Suite 800		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2973305	TRISUN HEALTHCARE	
Registration Number:	3109937	MBS	
CORRESPONDENCE DATA			
Fax Number:	5124805811		
<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:	512-480-5772		
Email:	khays@gdhn.com		
Correspondent Name:	Kay Hays		
Address Line 1:	401 Congress Avenue, Suite 2200		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	A19091.64		
NAME OF SUBMITTER:	Kay Hays		
SIGNATURE:	/s/ Kay Hays		
DATE SIGNED:	03/30/2015		
Total Attachments: 4			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of October 17, 2013, by and between CTLTC Real Estate, LLC, a Texas limited liability company ("DistributionCo") and Harden Healthcare, LLC, a Texas limited liability company ("Harden Healthcare"). DistributionCo and Harden Healthcare are referred to herein collectively as the "Parties" or individually as a "Party". Capitalized terms used herein but not defined herein shall have the meaning given to them in the Merger Agreement (as defined below).

RECITALS:

WHEREAS, on September 18, 2013, Harden Healthcare Holdings, Inc., a Delaware Corporation (the "Company"), DistributionCo, Gentiva Health Services, Inc. ("Purchaser") and the other parties thereto entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Purchaser will acquire all of the outstanding equity interests of the Company through a series of mergers;

WHEREAS, as a condition to the consummation of the transactions contemplated by the Merger Agreement, the Company, DistributionCo and the Securityholders have agreed to cause the Company to transfer the assets and liabilities of its long-term care business and its New York home health care business to DistributionCo; and

WHEREAS, in order to give effect to the foregoing, Harden Healthcare desires to assign, transfer and set over to DistributionCo, and DistributionCo desires to accept, all of Harden Healthcare's right, title, benefit, and interest in and to certain registered trademarks and servicemarks and domain names of Harden Healthcare;

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties and agreements set forth in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Harden Healthcare hereby assigns, transfers and sets over to DistributionCo, and DistributionCo hereby acquires and accepts, all of Harden Healthcare's right, title, benefit, privileges, interest, burdens, obligations and liabilities in and to the registered trademarks and servicemarks and domain names set forth on Annex A hereto.

2. Further Assurances. The Parties covenant that they will execute such additional instruments and take such actions as may be reasonably requested by the other Party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

3. Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

(a) This Agreement has been duly authorized by all necessary action of such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms;

(b) The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby will not: (i) conflict with, or result in a breach or violation of, any provision of such Party's governing or organizational documents or; or (ii) violate any order, law, rule, or regulation applicable to such Party or by which such Party or any of its properties or assets may be bound; and

(c) The recitals contained in this Agreement are true, accurate, and complete in all material respects as of the date of this Agreement.

4. **Successors and Assigns.** This Agreement shall inure to the benefit of, be enforceable by, and be binding upon the Parties and their respective successors and assigns.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

6. **Severability.** The provisions of this Agreement are severable and the invalidity of one or more of the provisions herein shall not affect the validity or enforceability of any other provision.

7. **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against either of the Parties, whether under any rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. The Parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all Parties hereto.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the transactions contemplated herein. All prior agreements among the Parties concerning the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be altered, modified, or discharged orally but only by an agreement in writing.

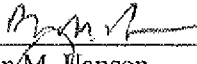
9. **Authority and Execution.** Each individual signing this Agreement on behalf of a corporation or other entity warrants that such individual is authorized to do so. This Agreement may be executed separately by each Party in multiple originals, and each original of this Agreement separately executed by one Party, when assembled with one or more copies of this Agreement separately executed by the other Parties, shall be and constitute a fully executed original of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Trademark and Domain Name Assignment Agreement as of the day and year first above written.

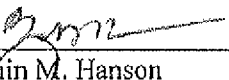
DISTRIBUTIONCO:

CTLTC REAL ESTATE, LLC

By: 
Benjamin M. Flanson
Manager

HARDEN HEALTHCARE:

HARDEN HEALTHCARE, LLC

By: 
Benjamin M. Hanson
Executive Vice President and
Secretary

[Signature Page to Trademark and Domain Name Assignment Agreement]

Annex A

The following registered trademarks/servicemarks of Harden Healthcare, LLC:

1. TRISUN Healthcare: Registration issued by the U.S. Patent and Trademark Office on July 19, 2005 (Registration No. 2973305).
2. MBS: Registration issued by the U.S. Patent and Trademark Office on June 27, 2006 (Registration No. 3109937).

The following domain names:

1. www.trisunhealthcare.com
2. www.mbspharmacy.com
3. www.mbsrehab.com