TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM349061

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the to remove Reg. No. 3373844, which was listed due to a clerical error previously recorded on Reel 005453 Frame 0944. Assignor(s) hereby confirms the Security Agreement.		
RESUBMIT DOCUMENT ID:	900331858		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
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: DELAWARE

TRADEMARK REEL: 005585 FRAME: 0092

900332084

Name	Formerly	Execution Date	Entity Type
limited liability company, as Lien Grantor			

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 44

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

REEL: 005585 FRAME: 0093

Property Type	Number	Word Mark
Registration Number:	3939014	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.
Registration Number:	3895159	CAMP ODYSSEY
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: 2027875520

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.

Phone: 2027875523

Email: ilona@morriskamlay.com
Correspondent Name: Morris & Kamlay LLP
Address Line 1: 1150 18th St., NW

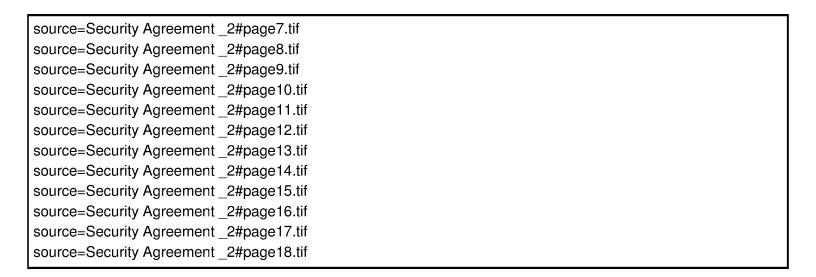
Address Line 2: Suite 575

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	505200-502600
NAME OF SUBMITTER:	Aaron Kamlay
SIGNATURE:	/ASKamlay/
DATE SIGNED:	07/23/2015

Total Attachments: 18

source=Security Agreement _2#page1.tif source=Security Agreement _2#page2.tif source=Security Agreement _2#page3.tif source=Security Agreement _2#page4.tif source=Security Agreement _2#page5.tif source=Security Agreement _2#page6.tif



TERM LOAN 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 Term Loan Credit Agreement dated as of June 1, 2011, as amended by the Incremental Amendment No. 1 to the Term Loan Credit Agreement dated as of October 4, 2012, as amended and restated by that certain Amendment and Restatement Agreement dated as of May 30, 2013, that certain Second Amendment and Restatement Agreement dated as of August 21, 2013, that certain Third Amendment and Restatement Agreement dated as of April 9, 2014 and that certain Fourth Amendment and Restatement Agreement dated as of November 25, 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 Term Loan Guarantee and Security Agreement dated as of June 1, 2011 and as amended by the Second 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 the 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 Term Loan 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

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(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 Term Loan 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 Term Loan 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.

By:

Name: Joseph L. Landenwich
Title: Co-General Counsel and
Corporate Secretary

Odyssey HealthCare Inc.

Acknowledged:

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent

By: U/G Name:

Dawn L. LeeLum

Title:

Executive Director

REEL: 005585 FRAME: 0099

TRADEMARK REGISTRATIONS

1. IntegraCare Holdings, Inc. INTEGRACARE 85979006 11/11/2011 0 2. Home Health Services, Inc. HHS, HEALTH OPTIONS 75713664 05/25/1999 0 3. RehabCare Group, Inc. REHABCARE 85577946 03/23/2012 0 4. RehabCare Group, Inc. REHABCARE 85424920 09/16/2011 0 5. Centerre Healthcare Corporation CENTERRE 78106653 02/04/2002 0 6. Gentiva Health Services, Inc. DESIGN ONLY 78709892 09/09/2005 0 7. Gentiva Health Services, Inc. GENTIVA 78709890 09/09/2005 0 8. Gentiva Health Services Holding Corp. CARECENTRIX 78582783 03/08/2005 0 9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 0 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	Reg. Date
11/11/2011 1/11/2011 2. Home Health Services, Inc. HHS, HEALTH OPTIONS 75713664 05/25/1999 3. RehabCare Group, Inc. REHABCARE 85577946 03/23/2012 4. RehabCare Group, Inc. REHABCARE 85424920 09/16/2011 5. Centerre Healthcare Corporation CENTERRE 78106653 02/04/2002 6. Gentiva Health Services, Inc. DESIGN ONLY 78709892 09/09/2005 7. Gentiva Health Services, Inc. GENTIVA 78709890 09/09/2005 8. Gentiva Health Services Holding Corp. CARECENTRIX 78582783 03/08/2005 9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717 1.	
11/11/2011 2 Home Health Services, Inc. HHS, HEALTH OPTIONS 75713664 05/25/1999 3 RehabCare Group, Inc. REHABCARE 85577946 03/23/2012 4 RehabCare Group, Inc. REHABCARE 85424920 09/16/2011 5 Centerre Healthcare Corporation CENTERRE 78106653 02/04/2002 6 Gentiva Health Services, Inc. DESIGN ONLY 78709892 09/09/2005 7 Gentiva Health Services Holding Corp. CAREGENTRIX 78582783 03/08/2005 9 Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10 Gentiva Health Services Holding Corp. CASEMATCH 76622717 10 11/10/2014 11/1	4480791
3. RehabCare Group, Inc. REHABCARE 85577946 03/23/2012 4. RehabCare Group, Inc. REHABCARE 85424920 09/16/2011 5. Centerre Healthcare Corporation CENTERRE 78106653 02/04/2002 6. Gentiva Health Services, Inc. DESIGN ONLY 78709892 09/09/2005 7. Gentiva Health Services, Inc. GENTIVA 78709890 09/09/2005 8. Gentiva Health Services Holding Corp. CARECENTRIX 78582783 03/08/2005 9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	02/11/2014
3. RehabCare Group, Inc. REHABCARE 85577946	2422191
4. RehabCare Group, Inc. REHABCARE 85424920 op/16/2011 op/16	01/16/2001
4. RehabCare Group, Inc. REHABCARE 85424920 o9/16/2011 o9/16/2012 o9/16	4263667
10	12/25/2012
5. Centerre Healthcare Corporation CENTERRE 78106653 02/04/2002 02/04/2002 02/04/2002 02/04/2002 02/04/2002 02/04/2002 02/04/2002 02/04/2002 02/04/2005/	4293072
02/04/2002 02/04/2002 02/04/2002 02/04/2002 03/09/2005 03/	02/19/2013
6. Gentiva Health Services, Inc. DESIGN ONLY 78709892 09/09/2005 7. Gentiva Health Services, Inc. GENTIVA 78709890 09/09/2005 8. Gentiva Health Services Holding Corp. CARECENTRIX 78582783 03/08/2005 9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	2730808
7. Gentiva Health Services, Inc. GENTIVA 78709890 09/09/2005 8. Gentiva Health Services Holding Corp. CARECENTRIX 78582783 03/08/2005 9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	06/24/2003
7. Gentiva Health Services, Inc. GENTIVA 78709890 09/09/2005	3464098
09/09/2005 09/09/2005	07/08/2008
SAFE STRIDES CASEMATCH 09/09/2005 09	3464097
9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	07/08/2008
9. Gentiva Health Services, Inc. SAFE STRIDES 78462434 08/05/2004 10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	3373844
10. Gentiva Health Services Holding Corp. CASEMATCH 76622717	01/22/2008
10. Gentiva Health Services Holding Corp. CASEMATCH 76622717 3	3099188
1 104 Committee 110 miles 1 miles	05/30/2006
	3218460
1 12/01/2001	03/13/2007
11. Gentiva Health Services, Inc. GREAT HEALTHCARE HAS COME HOME 76620828	3303130
	10/02/2007
12. Gentiva Health Services, Inc. GENTIVA UNIVERSITY 76620607	3233987
	04/24/2007
13. Gentiva Health Services Holding Corp. GENTIVA 75841067	2717717
11/04/1999	05/20/2003
14 Girling Healthcare, Inc. A HERITAGE OF CARING, RIGHT IN YOUR 77736243	3725107
	12/15/2009
15. Girling Health Care, Inc. GIRLING HOSPICE 85921442	4451252
05/02/2013	12/17/2013
16. Harden Healthcare, LLC CONTINUOUS CARE, ENDLESS 85421672	4258765
COMPASSION. 09/13/2011	12/11/2012
17. Harden Healthcare, LLC HARDEN HEALTHCARE 85420763	4247128
	11/20/2012
18. Harden Healthcare, LLC TRISUN HEALTHCARE 78247910	2973305
	07/19/2005
19. Harden Healthcare, LLC HARDEN HEALTHCARE 78243099	2878069
,,	08/24/2004
	3109937
1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 =	06/27/2006
	3983373
	06/28/2011
	2710075
	04/22/2003
	3810677
==1	06/29/2010



			Serial No.	Reg. No.
<u> </u>	Owner	Trademark	Filing Date	Reg. Date
24.	Odyssey HealthCare Inc.	VISTACAREHOSPICE	77955823	3939018
<u> </u>			03/10/2010	03/29/2011
25,	Odyssey HealthCare Inc.	ODYSSEYHOSPICE	77955800	3939017
			03/10/2010	03/29/2011
26.	Odyssey HealthCare Inc.	BIG HEARTS. BETTER CARE.	77955789	3939016
			03/10/2010	03/29/2011
27	Odyssey HealthCare Inc.	VISTACAREHOSPICE BIG HEARTS.	77955773	3939015
		BETTER CARE.	03/10/2010	03/29/2011
28.	Odyssey HealthCare Inc.	ODYSSEY HOSPICE BIG HEARTS. BETTER	77955379	3939014
		CARE.	03/10/2010	03/29/2011
29.	Odyssey HealthCare Inc.	CAMP ODYSSEY	77861513	3895159
		<u> </u>	10/30/2009	12/21/2010
30.	Odyssey HealthCare Inc.	SKY	77861491	3810087
			10/30/2009	06/29/2010
31.	Odyssey HealthCare Inc.	CAMP ODYSSEY	77796740	3865548
			08/04/2009	10/19/2010
32	Odyssey HealthCare Inc.	SKY CAMP	77676316	3682703
	• •		02/23/2009	09/15/2009
33.	Odyssey HealthCare Inc.	A LIFE THAT MATTERS	77676309	3676396
i l	• •		02/23/2009	09/01/2009
34.	Odyssey HealthCare Inc.	A PASSION FOR CARING	77576886	3644869
	• •		09/23/2008	06/23/2009
35.	Odyssey HealthCare Inc.	VISTACARE CAREBEYOND	77576850	3700119
			09/23/2008	10/20/2009
36.	Odyssey HealthCare Inc.	ODYSSEY VISTACARE HOSPICE	77548336	3615165
	• •	FOUNDATION	08/15/2008	05/05/2009
37.	Odyssey HealthCare Inc.	ODYSSEY CAREBEYOND	77369905	3617002
	,,		01/11/2008	05/05/2009
38.	Odyssey HealthCare Inc.	EXCELLENCE WITHOUT EXCEPTION	76560562	2977864
i I	3 2		10/28/2003	07/26/2005
39.	Odyssey HealthCare Inc.	VISTACARE	76394822	2672152
[]	Caybboy Mountains inc.	THE THE THE	04/12/2002	01/07/2003
40.	Odyssey HealthCare Inc.	IMPROVING THE QUALITY OF LIFE	76087373	2490463
```]	outility inc.	I WANTED THE QUALITY OF THE	07/11/2000	09/18/2001
41.	Odyssey HealthCare Inc.	HEALTHCARE, INC. ODYSSEY	75120774	2069592
```]	Odyssoy HousinGard Inc.	HERETHORNE, INC. OF IBBET	06/18/1996	06/10/1997
42.	Odyssey HealthCare Inc.	ODYSSEY HEALTHCARE, INC.	75115154	2071649
""	Odyssey Heathreare the.	OD IBBET HEALTHCARE, MC.	06/06/1996	06/17/1997
43.	Healthfield, LLC (f/k/a Healthfield, Inc.)	HEALTHFIELD	75328542	2334164
75	manuficia, DEC (178/a manuficia, 116.)		07/22/1997	03/28/2000
44.	Healthfield, LLC (f/k/a Healthfield, Inc.)	THE HUG CENTER		
	пошинен, рье (има пеашинен, ик.)	HIE HOU CENTER	74052892	1637226
45.	Healthfield, LLC (f/k/a Healthfield, Inc.)	DESIGN ONLY	04/25/1990	03/05/1991
43.	neatminetti, LLC (1/k/a rieattinnetti, finc.)	DESIGN UNL I	74052831	1675442
<u></u>			04/25/1990	02/11/1992

900314858 02/05/2015

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM331214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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

TRADEMARK

REEL: 005485 FRAME: 0942

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 45

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

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:	02/05/2015

Total Attachments: 9

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TERM LOAN 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 Term Loan Credit Agreement dated as of June 1, 2011, as amended by the Incremental Amendment No. 1 to the Term Loan Credit Agreement dated as of October 4, 2012, as amended and restated by that certain Amendment and Restatement Agreement dated as of May 30, 2013, that certain Second Amendment and Restatement Agreement dated as of August 21, 2013, that certain Third Amendment and Restatement Agreement dated as of April 9, 2014 and that certain Fourth Amendment and Restatement Agreement dated as of November 25, 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 Term Loan Guarantee and Security Agreement dated as of June 1, 2011 and as amended by the Second 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 the 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 Term Loan 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 Term Loan 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 Term Loan 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

Name:

Dawn L. LeeLum

Title:

Executive Director

Schedule 1 to Term Loan Trademark Security Agreement

TRADEMARK REGISTRATIONS

			Serial No.	Reg. No.
	Owner	Trademark	Filing Date	Reg. Date
1.	IntegraCare Holdings, Inc.	INTEGRACARE	85979006	4480791
			11/11/2011	02/11/2014
2.	Home Health Services, Inc.	HHS, HEALTH OPTIONS	75713664	2422191
			05/25/1999	01/16/2001
3.	RehabCare Group, Inc.	REHABCARE	85577946	4263667
	•		03/23/2012	12/25/2012
4.	RehabCare Group, Inc.	REHABCARE	85424920	4293072
	•		09/16/2011	02/19/2013
5.	Centerre Healthcare Corporation	CENTERRE	78106653	2730808
	•		02/04/2002	06/24/2003
6.	Gentiva Health Services, Inc.	DESIGN ONLY	78709892	3464098
	,		09/09/2005	07/08/2008
7.	Gentiva Health Services, Inc.	GENTIVA	78709890	3464097
	*		09/09/2005	07/08/2008
8.	Gentiva Health Services Holding Corp.	CARECENTRIX	78582783	3373844
			03/08/2005	01/22/2008
9.	Gentiva Health Services, Inc.	SAFE STRIDES	78462434	3099188
	Solit it i i i i i i i i i i i i i i i i i		08/05/2004	05/30/2006
10.	Gentiva Health Services Holding Corp.	CASEMATCH	76622717	3218460
10.	Contract Tourist Services Horaing Corp.		12/01/2004	03/13/2007
11.	Gentiva Health Services, Inc.	GREAT HEALTHCARE HAS COME HOME	76620828	3303130
11.	Gentiva Health Gervices, Inc.	GREAT HEAETHCARE IN 60 COME HOME	11/16/2004	10/02/2007
12.	Gentiva Health Services, Inc.	GENTIVA UNIVERSITY	76620607	3233987
12.	Gentiva Health Gervices, Inc.	GENTIVITOTALERGITT	11/12/2004	04/24/2007
13.	Gentiva Health Services Holding Corp.	GENTIVA	75841067	2717717
10.	Central Teaths ger vices froming Corp.	GENTINI	11/04/1999	05/20/2003
14.	Girling Healthcare, Inc.	A HERITAGE OF CARING. RIGHT IN YOUR	77736243	3725107
` ''	oning floatmeare, me.	HOME.	05/13/2009	12/15/2009
15.	Girling Health Care, Inc.	GIRLING HOSPICE	85921442	4451252
15.	oning frontil care, inc.	SHEET OF TOOL TOOL	05/02/2013	12/17/2013
16.	Harden Healthcare, LLC	CONTINUOUS CARE. ENDLESS	85421672	4258765
10.	Transfer Treatments, EEC	COMPASSION.	09/13/2011	12/11/2012
17.	Harden Healthcare, LLC	HARDEN HEALTHCARE	85420763	4247128
* / .	Transcon Treatments, 220	TH MODELLI THE THE	09/12/2011	11/20/2012
18.	Harden Healthcare, LLC	TRISUN HEALTHCARE	78247910	2973305
10.	Transfer Treatment, EEC	THIS CIVILLE THE INC.	05/09/2003	07/19/2005
19.	Harden Healthcare, LLC	HARDEN HEALTHCARE	78243099	2878069
* /	Traden Treatments, EEC	THE REPORT OF THE PARTY OF THE	04/29/2003	08/24/2004
20.	Harden Healthcare, LLC	MBS	78217731	3109937
20.	Taracii Healineare, LDC		02/21/2003	06/27/2006
21.	Lighthouse Hospice Partners, LLC	LIGHTHOUSE HOSPICE	78939060	3983373
~1.	Englishouse Hospice I aithers, LLC	Elonino de nobi le E	07/27/2006	06/28/2011
22.	The American Heartland Hospice Corp.	AMHEART HOSPICE	76346435	2710075
	The 7 mortean Heartrand Hospite Corp.	AMILANT HOSTICE	12/06/2001	04/22/2003
23.	Voyager HospiceCare, Inc.	PROMISECARE	77870568	3810677
23.	voyagei HospiceCare, Inc.	I KOMIGECARE	11/11/2009	06/29/2010
ш			11/11/2009	0014714010

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

RECORDED: 02/95/2015