

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM363381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		11/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthcare Financial Solutions, LLC		
<b>Street Address:</b>	500 W Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3617675	HOSPICE COMPASSUS	
<b>Registration Number:</b>	3628643		
<b>Registration Number:</b>	3628631	SERVING WITH HEARTFELT COMPASSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	339669-80		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	11/23/2015		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of November 20, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION**, (as the current and resigning administrative agent, the “**Retiring Agent**”) and **HEALTHCARE FINANCIAL SOLUTIONS, LLC**, (as the successor administrative agent together with its successors and assigns, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, CLP Healthcare Services, Inc., as “Grantor”, and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Retiring Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**HEALTHCARE FINANCIAL  
SOLUTIONS, LLC**, as Successor Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

## EXHIBIT A


Trademark Security Agreement dated as of December 22, 2014 by CLP Healthcare Services, Inc. in favor of the Retiring Agent and filed with the United States Patent and Trademark Office on January 2, 2015 at Reel 5433, Frame 0544.

Assignment of Intellectual Property Security Agreement ( CLP Healthcare Services, Inc.)

**TRADEMARK**  
**REEL: 005674 FRAME: 0698**

EXHIBIT B

TRADEMARKS

Owner	Registration Number	Registration Date	Trademark
CLP Healthcare Services, Inc.	3,617,675	05/05/2009	HOSPICE COMPASSUS
CLP Healthcare Services, Inc.	3,628,643	05/26/2009	
CLP Healthcare Services, Inc.	3,628,631	05/26/2009	SERVING WITH HEARTFELT COMPASSION

Assignment of Intellectual Property Security Agreement ( CLP Healthcare Services, Inc.)