

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROSE OF TEXAS HOSPICE OF HOUSTON, LLC		08/09/2016	Limited Liability Company: TEXAS
CIMA HEALTHCARE L.P.		08/09/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	CIT BANK, N.A., as Administrative Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4165663	ROSE OF TEXAS HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37832.00.0091 â#" Turner		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	08/09/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 9th day of August, 2016 by among the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors after the date hereof (individually a "Grantor", and collectively the "Grantors") in favor of CIT BANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Obligations.

W I T N E S S E T H:

WHEREAS, Grantors and/or its affiliates have entered into a certain Second Amended and Restated Credit and Guaranty Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark registrations, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, and trademark registration owned by such Grantor, including, without limitation, each trademark, trademark application, and trademark registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.

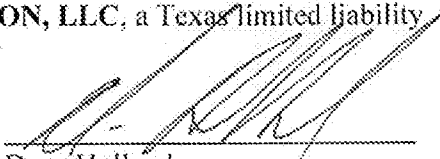
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(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


GRANTORS:

**ROSE OF TEXAS HOSPICE OF
HOUSTON, LLC**, a Texas limited liability
company

By: 
Name: Dean Holland
Its: President

CIMA HEALTHCARE L.P., a Texas
limited partnership

By: **CIMA Healthcare Management,
Inc.**, its General Partner

By: 
Name: Dean Holland
Its: President

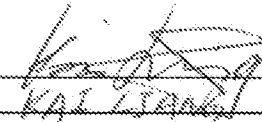
(Signature Page to Trademark Security Agreement)

Accepted and agreed to as of the date first
above written.

ADMINISTRATIVE AGENT:

CIT BANK, N.A., as Administrative Agent

By:
Name:
Title:



KAI LIANG

VP

SCHEDULE 1

TRADEMARKS

Name of Owner	Trademark	Trademark Registration Number	Trademark Serial Number	Trademark Office
Rose of Texas Hospice of Houston, LLC	Rose of Texas Hospice	4,165,663	85/299,183	U.S. Patent & Trademark Office
CIMA Healthcare L.P.	CIMA	800662588	N/A	Texas Secretary of State
CIMA Healthcare L.P.	CIMA Hospice	800662590	N/A	Texas Secretary of State