

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC As Administrative Agent		12/08/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	National Home Health Care Corp.		
Street Address:	700 White Plains Road		
City:	Scarsdale		
State/Country:	NEW YORK		
Postal Code:	10583		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2321888	HOME IS WHERE THE CARE IS	
Registration Number:	4692171	PACT PERSONAL AIDE CARE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	2128012256		
Email:	schlossd@gtlaw.com,nairm@gtlaw.com		
Correspondent Name:	Daniel I. Schloss/Greenberg Traurig, LLP		
Address Line 1:	200 Park Avenue, 38th Fl.		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Daniel I. Schloss		
SIGNATURE:	/Daniel I. Schloss/		
DATE SIGNED:	12/09/2016		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 8, 2016 (this "Release"), is made by Healthcare Financial Solutions, LLC¹, a Delaware limited liability company ("HFS"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below), in favor of National Home Health Care Corp., a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 16, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated March 16, 2016, in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower;

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, dated March 16, 2016 ("Trademark Security Agreement"), Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties and granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the right, title and interest of Grantor in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 16, 2016 at Reel/Frame No. 5752/0160;

WHEREAS, Agent and Grantor desire that Agent terminate, release and discharge fully its security interest in all right, title and interest of Grantor in, to and under all of the Trademark Collateral, including, without limitation the Trademark Collateral set forth on Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement, Guaranty and Security Agreement, or Trademark Security Agreement, as applicable.

2. Termination. Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, or other assurance of any kind, the mortgage, pledge and hypothecation on and Lien on and security interest in all right, title and interest of Grantor in, to and under all of the Trademark Collateral, including, without limitation the Trademark Collateral set forth on Schedule I hereto granted pursuant to the Trademark Security Agreement and Guaranty and Security Agreement.

3. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

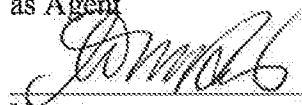
4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Release to be executed and delivered by their duly authorized officers as of the date first set forth above.

**HEALTHCARE FINANCIAL SOLUTIONS,
LLC**

as Agent



Name:

Title:

Alaina Powers Duly Authorized Signatory
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NATIONAL HOME HEALTH CARE CORP.

as Grantor

Name:

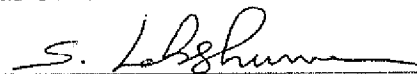
Title:

IN WITNESS WHEREOF, the parties have caused this Release to be executed and delivered by their duly authorized officers as of the date first set forth above.

**HEALTHCARE FINANCIAL SOLUTIONS,
LLC**
as Agent

Name:
Title:

NATIONAL HOME HEALTH CARE CORP.
as Grantor



Name: Lakshu Sundaram
Title: Chief Financial Officer

[Signature Page to Trademark Security Interest Release]

TRADEMARK
REEL: 005944 FRAME: 0557

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

REGISTERED TRADEMARKS

Credit Party	Trademark	Registration No.	Registration Date
National Home Health Care Corp.	HOME IS WHERE THE CARE IS	2321888	February 22, 2000
National Home Health Care Corp.	PACT PERSONAL AIDE CARE TECHNOLOGY and Design	4692171	February 24, 2015

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.