

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/10/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	OHS Service Corp.		09/12/2011
			Entity Type
			CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Southern Home Care Services, Inc.		
Street Address:	9901 Linn Station Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1722858	REHAB WITHOUT WALLS
CORRESPONDENCE DATA			
Fax Number:	(404)527-3662		
Email:	mlaip@mckennalong.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Alison E. Musto		
Address Line 1:	303 Peachtree St. NE		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	04312.0057		
NAME OF SUBMITTER:	Alison E. Musto		
Signature:	/aem/		

CH \$40.00 1722858

900208741

**TRADEMARK
 REEL: 004673 FRAME: 0363**

Date:

12/06/2011

Total Attachments: 5

source=OHS to Southern Home Care Assignment#page1.tif

source=OHS to Southern Home Care Assignment#page2.tif

source=OHS to Southern Home Care Assignment#page3.tif

source=OHS to Southern Home Care Assignment#page4.tif

source=OHS to Southern Home Care Assignment#page5.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of September 12, 2011 (the "Agreement"), (i) **SOUTHERN HOME CARE SERVICES, INC.**, a Georgia corporation, ("Buyer"), and (ii) **OHS SERVICE CORP.**, a Texas corporation ("IP Affiliate"), an affiliate of **GENTIVA REHAB WITHOUT WALLS LLC**, a Delaware limited liability company and **GENTIVA HEALTH SERVICES (USA) INC.**, a Delaware corporation (collectively, "Gentiva"). Capitalized terms used herein, but not defined, shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Gentiva and Buyer are parties to that certain Asset Purchase Agreement, dated as of September 12, 2011 (the "Asset Purchase Agreement"), pursuant to which, among other things, Gentiva agreed to sell and transfer to Buyer and Buyer agreed to purchase and assume from Gentiva the Purchased Property described in the Asset Purchase Agreement, upon the terms and subject to the conditions set forth therein;

WHEREAS, the Closing shall be effective as of 12:01 a.m. on September 10, 2011 (the "Effective Time"); and

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, IP Affiliate and Buyer have agreed to enter into this Agreement, providing for (a) the assignment from IP Affiliate to Buyer of all of IP Affiliate's right, title and interest in, under and to the Intellectual Property from and after the Effective Time, on and subject to the terms of the Asset Purchase Agreement, and (b) the acceptance by Buyer of such assignment and the assumption by Buyer of the Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption.

(a) Effective as of the Effective Time and in accordance with and subject to the terms of the Asset Purchase Agreement, IP Affiliate hereby assigns, transfers and conveys to Buyer all of IP Affiliate's right, title and interest in, under and to the Intellectual Property (the "Assignment").

(b) Effective as of the Effective Time and in accordance with and subject to the terms and conditions of the Asset Purchase Agreement, in consideration of the Assignment, Buyer hereby (a) accepts the Assignment, (b) assumes such Intellectual Property from and after the Effective Time and (c) assumes all obligations and liabilities of any kind arising out of the Intellectual Property from and after the Effective Time.

(c) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign the Intellectual Property or any claim, right, benefit or liability arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party (including any Governmental Authority), would constitute a breach or other contravention thereof or a violation of law or would in any way adversely affect the rights of Buyer (as assignee) thereto or thereunder. If an attempted transfer or assignment thereof would be ineffective or constitute a violation of law or would adversely affect the rights of Buyer (as assignee) thereto or thereunder so that Buyer would not in fact receive all such rights, IP Affiliate and Buyer will cooperate pursuant to a mutually agreeable arrangement under which Buyer would, in compliance with applicable law, obtain the operational and economic benefits and assume the obligations and bear the economic burdens associated with such assigned interest, claim, right, benefit or liability in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or to enforce for the benefit of Buyer any and all of their rights against a third party (including any Governmental Authority) associated with such Intellectual Property.

2. Miscellaneous.

(a) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(b) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(c) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any choice of law principles, including all matters of construction, validity and performance, and shall be binding upon the successors and assigns of the parties hereto.

(d) Headings. Headings are for convenience only and shall not affect the interpretation of this Agreement.

(e) Entire Agreement; Conflict with Asset Purchase Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the specific subject matter hereof. Notwithstanding the foregoing, nothing herein shall be construed to alter any provision of the Asset Purchase Agreement and in the case of any conflict

between the Asset Purchase Agreement and this Agreement, the terms of the Asset Purchase Agreement shall govern.

(f) No Waiver; Amendments in Writing. No waiver of or consent to any departure from any provision of this Agreement shall be effective unless signed in writing by the party entitled to the benefit thereof, provided that notice of any such waiver shall be given to each party hereto. Except as otherwise provided herein, no amendment, modification or termination of any provision of this Agreement shall be effective unless signed in writing by or on behalf of the parties hereto.

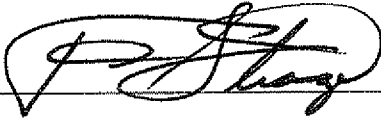
(g) Binding Effect; Assignment. The rights and obligations of each party under this Agreement may not be assigned to any other person except as permitted by the Asset Purchase Agreement. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement, and their respective successors and assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the date first written above.

IP AFFILIATE:

OHS SERVICE CORP, a Texas corporation

By:  _____

Title: President + CEO

BUYER:

SOUTHERN HOME CARE SERVICES, INC., a
Georgia corporation

By: _____
David Rhodes, Vice President

[Signature Page to IP Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the date first written above.

IP AFFILIATE:

OHS SERVICE CORP, a Texas corporation

By: _____

Title: _____

BUYER:

SOUTHERN HOME CARE SERVICES, INC., a
Georgia corporation

By:  _____

David Rhodes, Vice President

[Signature Page to IP Assignment and Assumption Agreement]