

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT HEALTHCARE LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CLP Healthcare Services, Inc.		
Street Address:	8 Cadillac Drive		
Internal Address:	Creekside Crossing III, Suite 130		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3628643		
Registration Number:	3628631	SERVING WITH HEARTFELT COMPASSION	
Serial Number:	85139055	AMENITY HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-235-4322		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Michael B. Grosso III, Ropes & Gray LLP		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	AGW-187-004		
NAME OF SUBMITTER:	Michael B. Grosso		
SIGNATURE:	/Michael Grosso/		
DATE SIGNED:	01/08/2015		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 22, 2014 ("Release"), is made by CIT Healthcare LLC, as Agent, a Delaware limited liability company ("Agent") in favor of CLP Healthcare Services, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of December 10, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Agent, each Grantor granted to the Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of December 10, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on January 18, 2013 at Reel 4945 Frame 0604.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and


(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

CIT Healthcare LLC, as Agent

By: 
Name: Joyce Seendjojo
Title: Vice President

Schedule A

CLP Healthcare Services, Inc.
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
Design only	3628643	05/26/09
SERVING WITH HEARTFELT COMPASSION	3628631	05/26/09

Pending Application

Mark	Appl. No.	Filing Date
AMENITY HOSPICE	85139055	09/27/10