

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT HEALTHCARE LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLP HEALTHCARE SERVICES, INC.		
<b>Street Address:</b>	8 Cadillac Drive		
<b>Internal Address:</b>	Creekside Crossing III, Suite 130		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3617675	HOSPICE COMPASSUS	
<b>Serial Number:</b>	78938133	CLOVERLEAF HOSPICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-235-4322		
<b>Email:</b>	trademarks@ropesgray.com		
<b>Correspondent Name:</b>	Michael B. Grosso III, Ropes & Gray LLP		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	AGW-187-004		
<b>NAME OF SUBMITTER:</b>	Michael B. Grosso III		
<b>SIGNATURE:</b>	/Michael Grosso/		
<b>DATE SIGNED:</b>	01/08/2015		
<b>Total Attachments: 3</b>			
source=CLP healthcare 2 Release#page1.tif			
source=CLP healthcare 2 Release#page2.tif			

OP \$65.00 3617675



## 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 First Lien Agent, a Delaware limited liability company ("First Lien Agent"), in favor of CLP Healthcare Services, Inc., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain First Lien Security and Pledge Agreement dated as of November 30, 2006 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, First Lien Agent, and others party thereto and the First Lien Trademark Security Agreement dated as of November 30, 2006 ("Trademark Security Agreement") by and among the Grantor and First Lien Agent, Grantor granted to the First Lien Agent, for the benefit of First Lien Agent, a security interest in all of Grantor's right, title and interest in, to and under the Trademark First Lien; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on August 28, 2008 at Reel 3844 Frame 0323.

**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, First Lien Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** First Lien Agent, 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 the Trademark First Lien, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

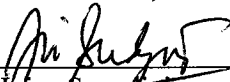
(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**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 First Lien Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

First Lien Agent:

CIT Healthcare LLC, as First Lien Agent

By:   
Name: Joice Soendjojo  
Title: Vice President

Schedule A

CLP Healthcare Services, Inc.  
(Delaware Corporation)

U.S. Trademarks

Registered Mark

Mark	Reg. No.	Reg. Date
HOSPICE COMPASSUS	3617675	05/05/09

Pending Application

Mark	Appl. No.	Filing Date
CLOVERLEAF HOSPICE	78938133	07/26/06