

08-19-1998

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To the Honorable Commissioner of Patents

100782644

Send original documents or copy thereof.

1. Name of conveying party(ies):

Vencor Investment Company

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company of New York, as Collateral Agent

Internal Address: 60 Wall Street

Street Address:

City: New York State: NY ZIP: 10260

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Lending Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 4-29-98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See Schedule 1 attached hereto.

B. Trademark Registration No.(s)
See Schedule 1 attached hereto.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jackie Lee

Internal Address: Access Information Services, Inc.
1773 Western Avenue

Street Address:

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....\$ 1340.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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02 FC:482 1300.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

8-7-98
Date

Total number of pages including cover sheet, attachments, and document: 12

**Schedule 1
to Trademark
Security Agreement**

**VENCOR INVESTMENT COMPANY
U.S. TRADEMARK REGISTRATIONS**

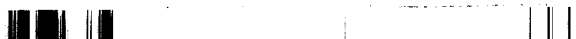
Trademark	Reg. No.	Reg. Date
CBHS	2,001,091	9/17/96
Community Psychiatric Centers	1,619,135	10/23/90
Community Residential Centers	1,726,789	10/20/92
Counterpoint Center	1,459,721	09/29/87
CPC (Sylized)	1,614,373	09/18/90
CPC Care	1,757,360	03/09/93
CPC Community Psychiatric Centers and Design	1,605,053	07/03/90
Cross Design (Misc.)	1,854,341	09/13/94
First Class Health Services	1,989,599	07/30/96
First Healthcare	1,006,669	03/11/75
Guardian Care	878,374	10/07/69
H Design	1,543,980	06/13/89
HHHH and Design	1,009,378	
Hillhaven and Design	1,651,131	07/16/91
Ho Ho Hotline	1,523,865	02/07/89
Interactive Health Network	1,925,214	10/10/95
M.A.R.S.	1,719,066	09/22/92
Mars Medicare and Rehab Specialists and Design	1,683,399	04/14/92
Medilife	2,012,481	10/29/96
Medisave	1,957,157	02/20/96

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Meridian	T04933	04/08/86
Miscellaneous Design (Cross and Flower)	1,653,982	08/13/91
Miscellaneous Design (Guardian Care Design)	994,849	10/01/74
P.A.T.	1,567,626	11/21/89
PersonaCare	1,980,518	06/18/96
Personal Care Plus	1,969,418	04/23/96
Protect	1,915,361	08/29/95
ProCare	1,614,726	09/25/90
Protouch	1,465,236	11/17/87
Pro-Vision	1,492,942	06/21/88
Reflections	2,061,953	05/13/97
Steps Ahead (Block Letters)	1,737,354	12/01/92
Steps Ahead and Design	1,730,153	11/03/92
THC	1,818,604	01/25/94
The Hillhaven Corporation	1,649,810	07/02/91
TheraTx	1,673,090	01/21/92
TheraTx and Design	1,857,035	10/04/94
Transitional Hospitals Corporation and Cross Design	2,033,343	01/28/97
Vencare	1,866,097	12/06/94
Vencor	1,599,033	05/29/90
Vencor and Design	2,103,342	10/07/97
Ventech	1,910,714	08/08/95

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U.S. TRADEMARK APPLICATIONS

First Rehab	74/625,971	01/26/95
Firstrehab	74/675,454	05/16/95
Firstrehab & Design	74/675,867	05/16/95
Guaranteed Access. Guaranteed Care	75/373,190	10/15/97
Postcare	74/573,584	09/14/94
Professional Peer Consulting	75/029,214	12/07/95
Therasys	74/735,407	09/28/95
Vencor Gold	75/373,189	10/15/97
Venplex	74/379,584	04/16/93
Ventouch	75/002,164	10/06/95
Worknet	75/041,433	01/11/96



EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Vencor Investment Company, a Delaware corporation (herein referred to as the "Lien Grantor") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Vencor Operating Inc., Vencor Healthcare, Inc. (to be renamed Vencor, Inc.), the Lenders, Swingline Bank, LC Issuing Banks, Senior Managing Agents, Managing Agents and Co-Agents referred to therein, Morgan Guaranty Trust Company of New York, as Documentation Agent and Collateral Agent, and NationsBank, N.A., as Administrative Agent, are parties to a Credit Agreement dated as of April 29, 1998 (as amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of a Subsidiary Guaranty Agreement dated as of April 30, 1998, the Lien Grantor has guaranteed, subject to certain limitations, certain obligations of Vencor Operating, Inc. (such guarantee being herein referred to as the Lien Grantor's "Guaranty"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 30, 1998 (as such agreement may be amended from time to time, the "Security Agreement") among Vencor Operating Inc., the Guarantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the assets (except certain excluded assets) of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Lien Grantor's Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Lien Grantor's obligations under its Guaranty, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being

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TRADEMARK
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herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Enforcement Notice is in effect, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security

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Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27 day of April, 1998.

VENCOR INVESTMENT COMPANY

By: [Signature]
Title: Assistant Treasurer

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: [Signature]
Title: Vice President

STATE OF _____)
) ss.:
COUNTY OF _____)

I, SARA B. SMAHL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Nancy chiles, ASSISTANT TREASURER of VENCOR INVESTMENT COMPANY (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such OFFICER, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 29 day of April, 1998

[Seal]

SARA B. SMAHL
Signature of notary public
My Commission expires _____
SARA B. SMAHL
NOTARY PUBLIC, State of New York
No. 01SM5038242
Qualified in New York County, 1999
Commission Expires February 13, _____

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RECORDED: 08/13/1998

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