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U.S. DEPARTMENT OF COMMERC	
Patent and Trademark Office	:

01-11-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #10 4

10 the rionorable Commissioner of Patent 1009	42517 d original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Mariner Health Group, Inc.	Name: PNC Bank, National Association
	Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 249 Fifth Avenue
*D Corporation-State	City: Pittsburgh State PA ZIP: 15219
Additional names of conveying party(ies) attached?   Yes   No	
Other: 5 Additional names of conveying party(ies) attached? □ Yes □ No  3 Nature of conveyance:	General Partnership:
	13 Limited Partnership:
□ Assignment □ Merger	Corporation-State:
Security Agreement C) Change of Name	N Other:national association
Other:	If assignee is not domiciled in the United States, a domestic representative designation is attached:
Execution Date <u>December 23, 1998</u>	(Designations must be a separate document from Assignment)
	Additional name(s) & address(es attached' 口 Ves 頭 No
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Frademark registration No.(s)
See attached schedule	See attached schedule
Additional numbers a	
5 Name and address of party to whom	6. Total number of applications and
concerning document should be mailed:  Name: Michael L. Dever	registrations involved: 12
Internal Address: Buchanan Ingersoll, P.C.	7. Total fee (37 CFR 3.41): \$ 315.00
	Enclosed
	☐ Authorized to be charged to deposit account
Street Address: 301 Grant Street	
	- 8. Deposit account number:
20th Floor	-
City: Pittsburgh State: PA ZIP: 15219	(Attach duplicate copy of this page of paying by deposit account)
919 DNGUYEN 00000232 2160530 DO NOT U	SE THIS SPACE
40.00 DP 275.00 DP	
9 Statement and signature.	
-	ation is true and correct and any attached copy is a true copy of the
original document.	1 - 1 - 1
Michael L. Dever	1/1/99
Name of Person Signing	Signature Date
Tota	al number of pages comprising cover sheet: 16
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### **SCHEDULE OF TRADEMARKS**

Registration No	Registration Date
2,160,530	05-26-98
2,191,767 2,181,759	09-29-98 08-18-98
2,144,085	03-17-98
1,875,208	01-24-95
2,144,084 2,145,817	03-17-98 03-24-98
1,445,691	06-30-87
1,597,934 2,167,486	05-22-90 06-23-98
2,107,460	00-23-98
Serial No.	Filing Date
75/152,488	08-19-96
75/176,862	10-04-96

### PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of December 23, 1998, is entered into by and among the undersigned assignors (being collectively referred to herein as the "Assignors" and each as an "Assignor"), and PNC BANK. NATIONAL ASSOCIATION, a national banking association in its capacity as Collateral Agent (as hereinafter defined) for the benefit of the Facility Parties (as hereinafter defined) (the "Assignee").

WHEREAS, Mariner Health Group, Inc., a Delaware corporation (the "Borrower"). as borrower, PNC Bank, National Association, as administrative agent, First Union National Bank, as syndication agent, and the lenders party thereto (the "Banks"), are parties to that certain Credit Agreement dated as of May 18, 1994, as amended (as it may hereafter from time to time be amended, restated, modified or supplemented, the "Revolving Credit Agreement"), pursuant to which the Banks have agreed to make certain revolving credit loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Mariner Health Group. Inc., a Delaware corporation (the "Ferm Loan Borrower"), as borrower, PNC Bank. National Association, as administrative agent, First Union National Bank, as syndication agent, and the lenders party thereto (the "Term Loan Banks"), are parties to that certain Term Loan Agreement dated of even date herewith (as it may hereafter from time to time be amended, restated, modified or supplemented, the "Term Loan Agreement"; the Revolving Credit Agreement and the Term Loan Agreement are hereinafter collectively referred to as the "Credit Agreements"), pursuant to which the Term Loan Banks have agreed to make certain term loans to the Term Loan Borrower upon the terms and subject to the conditions set forth therein:

WHEREAS, pursuant to that certain Collateral Agency and Sharing Agreement dated of even date herewith (as it may hereafter from time to time be amended, restated, modified or supplemented, the "Collateral Sharing Agreement"), among the Borrower the Term Loan Borrower, the other Loan Parties (as defined therein), the Term Loan Agent and the Revolving Credit Agent (as such terms are defined in the Collateral Sharing Agreement) and PNC Bank, National Association, as Collateral Agent (together with its successors and assigns, the "Collateral Agent"), the Facility Parties (as defined in the Collateral Sharing Agreement), in order to secure the Obligations (as defined in the Collateral Sharing Agreement) have agreed to share certain collateral as provided in the Collateral Sharing Agreement;

WHEREAS, this Agreement shall be a Shared Security Document (as defined in the Collateral Sharing Agreement):

WHEREAS, pursuant to the Revolving Credit Agreement, the Banks have agreed to provide certain loans to the Borrower and the Assignors have agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence of an Event of Default (as

that term is defined in the Revolving Credit Agreement) to conditionally assign to the Assignee for the benefit of the Banks, certain patents, trademarks and copyrights; and

WHEREAS, pursuant to the Term Loan Agreement, the Term Loan Banks have agreed to provide certain loans to the Term Loan Borrower and the Assignors have agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence of an Event of Default (as that term is defined in the Term Loan Agreement) to conditionally assign to the Assignee for the benefit of the Term Loan Banks, certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

- 1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreements.
- 2. To secure the payment and performance of each of the Assigner's Obligations (as defined in the Collateral Sharing Agreement) and all other indebtedness and other obligations of each of the Assignors now or hereafter existing under the Credit Agreements and the other I oan Documents (as defined in the Collateral Sharing Agreement), including, without limitation, principal, interest, fees, expenses, reasonable costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provision in the Loan Documents (collectively, the "Secured Obligations"), each Assignor hereby grants to the Assignee, its successors and assigns, a security interest in, and subject to Sect ons 8 and 9 hereof. assigns and conveys to Assignee all of its right, title and interest of such Assignor in and to all patent applications, patents, federal and state trademark applications, registered and common law trademarks and logos, servicemarks, tradenames, copyright registrations and copyrights now owned by such Assignor in the United States, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, licer se royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights")
  - 3. Each Assignor covenants and warrants that:
    - (a) the Patents. Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
    - (b) to the best of such Assignor's knowledge, each of the P uents. Trademarks and Copyrights is valid and enforceable; and
    - (c) except for Permitted Liens, such Assignor is the owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by it, free and clear of any liens, charges and encumbrances:

- (d) such Assignor has the corporate power and authority to enter into this Agreement and perform its terms:
- 4. Except as set forth in Section 6 hereof, each Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement, without the Assignee's prior written consent which shall not be unreasonably withheld.
- 5. If, before the Secured Obligations shall have been satisfied in full, any Assignor shall own any new U.S. applications for any Patents, Trademarks or Copyrights the provisions of this Agreement shall automatically apply to any such registration or patents which are issued to such Assignor in connection with such new applications. Assignors and Assignee agree to modify this Agreement by amending <u>Schedule A</u> to include any such future patents, trademark registrations, or copyrights and the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by such Assignor.
- 6. Except to the extent that disposition is otherwise permitted under the Credit Agreements, each Assignor agrees not to assign or sell its interests in any of its Patents. Trademarks and Copyrights without the prior written consent of Assignee which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Assignor shall have the right to grant any license under any of its Patents. Trademarks and Copyrights in the ordinary course of such Assignor's business. Assignee reserves the right upon reasonable advance written notice during normal business hours to inspect the operations and facilities of each Assignor from time to time for the purpose of ensuring that the use of such Assignor's Patents, Trademarks and Copyrights are consistent with Assignor's obligations under the Credit Agreements and hereunder; provided that such inspection is not disruptive of such Assignor's business.
- If and during the period that the Secured Obligations are declared due and payable pursuant to Section 9.02(a) of either of the Credit Agreements, Assignee shall have the right, in addition to all other rights and remedies given it by this Agreement, the Credit Agreements, the other Loan Documents and the Collateral Sharing Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be registered to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Ass gnor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents. Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Secured Obligations in accordance with the provisions of the Collateral Sharing Agreement. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Assignor and this Agreement shall terminate Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to such Assignor at least thirty (30) days

before the time that any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Assignor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period each Assignor will have the right to pay to Assignee the amount of Secured Obligations due and payable plus any reasonable expenses incurred by Assignee in connection with any such proposed transfer, assignment or disposition, and upon such payment Assignee will release all interest in the Patents, Trademarks and Copyrights, and this Agreement will terminate. At any such transfer or assignment or other disposition, Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights solo, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

- 8. Subject to Section 10 hereof, if any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents. Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents. Trademarks and Copyrights to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents. Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
- 9. At such time as Assignors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Assignee shall execute and deliver to Assignors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Assignor to release the security interest created hereby and to reassign to Assignors any and all rights granted to the Assignee in and to the Patents, Trademarks and Copyrights, pursuant to this Agreement.
- 10. Assignors may in the exercise of its reasonable business discretion elect not to preserve or maintain its rights in certain Patents. Trademarks and Copyrights and any new U.S. Patents, Trademarks and Copyrights, except to the extent that such an election would result in Material Adverse Change, in which case the prior consent of Assignee shall be required.
- Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and reasonable expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that Assignors fail to discharge their duty pursuant to Section 10 or

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otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignors within thirty (30) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreements.

- be unreasonably withheld, to bring suit, action or other proceeding in its own name. to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assigned shall cooperate with such Assignor, at such Assignor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by Assignee at the request of Assignor as a result of such suit.
- 13. No course of dealing between any Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or providege hereunder or under the Credit Agreements or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. All of Assignee's rights and remedies with respect to the Patents Frademarks and Copyrights, whether established hereby or by the respective Credit Agreements, or by the Collateral Sharing Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.
- 15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereo, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.
- 16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.
- 17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.
- 19. EACH ASSIGNOR HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF THE COURT OF COMMON PLEAS OF

ALLEGHENY COUNTY, PENNSYLVANIA AND THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA, AND EACH ASSIGNOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

[SIGNATURES BEGIN ON NEXT PAGE

### [SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**ASSIGNORS:** 

MARINER HEALTH GROUP, INC

EACH SUBSIDIARY OF MARINER HEALTH GROUP, INC. WHICH IS A CORPORATION AND WHICH IS LISTED AS A "COMPANY" ON SCHEDULE 6.01(c) OF THE CREDIT AGREEMENT BOTH FOR ITSELF AND, IF APPLICABLE: (i) AS GENERAL PARTNER OF EACH OTHER SUBSIDIARY OF MARINER HEALTH GROUP, INC. WHICH IS A PARTNERSHIP AND WHICH IS LISTED AS A "COMPANY" ON SCHEDULE 6.01(c) OF THE CREDIT AGREEMENT, AND (ii) AS A MEMBER OF EACH OTHER SUBSIDIARY OF MARINER HEALTH GROUP, INC. WHICH IS A LIMITED LIABILITY COMPANY AND WHICH IS LISTED AS A "COMPANY" ON SCHEDULE 6.01(c) OF THE CREDIT AGREEMENT

of the foregoing corporations	
ASSIGNEE:	
PNC BANK, NATIONAL ASSOCIATIONS Collateral Agent	)N,
By:	

Title: Vice President/Treasurer of each

### [SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

ASSIGNORS.

MARINER HEALTH GROUP, INC.

EACH SUBSIDIARY OF MARINER HEALTH GROUP, INC. WHICH IS A CORPORATION AND WHICH IS LISTED AS A "COMPANY" ON SCHEDULE 6.01(c) OF THE CREDIT AGREEMEN Γ BOTH FOR ITSELF AND, IF APPLICABLE: (i) AS GENERAL PARTNER OF EACH OTHER SUBSIDIARY OF MARINER HEALTH GROUP, INC. WHICH IS A PARTNERSHIP AND WHICH IS LISTED AS A "COMPANY" ON SCHEDULE 6 01(c) OF THE CREDIT AGREEMENT, AND (ii) AS A MEMBER OF EACH OTHER SUBSIDIARY OF MARINER HEALTH GROUP, INC. WHICH IS A LIMITED LIABILITY COMPANY AND WHICH IS LISTED AS A "COMPANY" ON SCHEDULE 6.01(c) OF THE CREDIT AGREEMENT

Name: Boyd P. Gentry
Title: Vice President/Treasurer of each
of the foregoing corporations
ASSIGNEE:
PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent
1 1
By: Out of works
Title: V.

# SCHEDULE A TO PATENT, TRADEMARK AND COPYRIGHT COLLATERAL SECURITY AGREEMENT

## LIST OF PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

### SEE ATTACHED TRADEMARK INVENTORY

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				Class 042: In-patient healthcare, including subacute, long-term, and specialized care, out-patient healthcare services, modical services, pharmacy services featuring home delivery; respiratory and infusion therapy services, rehabilitation therapy services, physician services, all rendeard separately and in an integrated delivery system	Ciass 035: Supplying prescription drugs and durable medical equipment to bealth plan participents for the funding organization; supplying prescription drugs and durable medical equipment to medical and bealthcare institutions	12	Mariner Realth Group, Inc.	of 75/152753 8/19/96	In-patient healthcare, including subacute long-term, and specialized care; out-patient healthcare services; medical services, institutional and home pharmacy services, respiratory and infusion therapy services; and the provision of durable medical equipment services; rehabilitation services; physician services; rendered separately and in an integrated delivery system rehabilitation services; physician services; rendered separately and in an integrated delivery system.		Mariner Health Group, Inc.	of 75/290929 5/13/97	me Application No. Filing Date	P, INC Trademark Invento
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Medical and rehabilitation therapy consultation and treatment, namely, preparation of patient diagnosis and recovery programs and protocols in the healthcare field		Ē.	189 8/19/96				)14 4/22/93	Educational services, namely, conducting courses and semifiars in the field of heatiteene		ċ	157 8/19/96	In-patient healthcare, including subacute, long-term, and specialized care; out-patient healthcare services; medical services, supplying prescription drugs and durable services; home treatment to pealth plan participants for the funding organization; supplying prescription medical equipment to medical and healthcare institutions; pharmacy services drugs and durable medical equipment to medical and healthcare institutions; pharmacy services, featuring home delivery; respiratory and infusion therapy services, rehabilitation therapy services; physician services, all rendered separately and in an integrated delivery system		•	04 8/19/96	m No. Killing Date	
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#### Trademark/Service Mark Update Summary

Mark	Турс	U.S. Mark Registration No.	Date of Registration	Status	Declaration Dule	Attorney Handling Registration	Notes
PINNACLE REHABILITATION & Design	Trademork	1,597.93	20-Mgy-90	Rec'd official Notice of Acceptance for the Declaration under Sections B and 15 filed in connection withis registration	11/22/99 & 5/22/00. Due for renewal.	Galishy & Hannah	For AKG, We are leading Pinnacle: name expire.
PRUSY: HEALTH GROUP	Trademark	Scriul No. 75/176,86	Unknown	Mark published on 11/18/97 in the Official Gazene, However, opposition was raised by Prism Enterprises, Inc. Settlement pending.	N/A	Brown, Ruderlick En ed & Gesmer	

12/18/98 FRI 16:39 TRADEMARK