

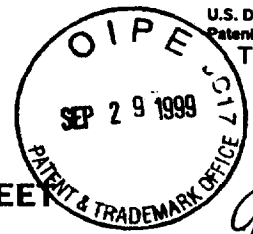
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-01-1999



101159342

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

9-29-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Vencare, Inc. Execution Date 9-13-99
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Morgan Guaranty Trust Company of New York, as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 500 Stanton Christiana Road

Address (line 2) _____

Address (line 3) Newark Delaware 19713
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/01/1999 MTHA11 00000031 1925214

01 C:481 40.00 OP

02 C:482 50.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001967 FRAME: 0797

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,925,214"/>	<input type="text" value="1,614,726"/>	<input type="text" value="1,492,942"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Andrew C. Ambruoso

Name of Person Signing

Andrew C. Ambruoso

Signature

9/27/99

Date Signed

TRADEMARK SECURITY AGREEMENT
(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)

WHEREAS, Vencor Operating, Inc., a Delaware corporation, and each of the Vencor Operating, Inc. subsidiaries listed on the signature page hereof (each such subsidiary and Vencor Operating, Inc. referred to herein as a “**Lien Grantor**” and collectively as “**Lien Grantors**”) own, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Vencor, Inc., each of its subsidiaries party thereto, the Lenders, the LC Issuing Banks and Morgan Guaranty Trust Company of New York, as Arranger, Collateral Agent and Administrative Agent, are parties to a Debtor-In-Possession Credit Agreement dated as of September 13, 1999 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 13, 1999 (as such agreement may be amended from time to time, the “**Security Agreement**”) among Vencor, Inc., the other Lien Grantors 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 Grantors have 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 Grantors, including all right, title and interest of the Lien Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Lien Grantors does hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being 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 such 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 such 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 such 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 such Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of such 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.

Each of the Lien Grantors 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 such Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Enforcement Notice (as defined in the Security Agreement) is in effect, to take with respect to the Trademark Collateral any and all appropriate action which such 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.

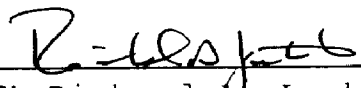
Except to the extent permitted in the Security Agreement or the Credit Agreement, each of the Lien Grantors agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interests are granted in conjunction with the security interests granted by each of the Lien Grantors to the Grantee pursuant to the Security Agreement. Each of the Lien Grantors does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interests 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.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Lien Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of September, 1999.

COMMUNITY BEHAVIORAL HEALTH SYSTEM, INC.
INTERAMERICANA HEALTH CARE GROUP
MEDISAVE PHARMACIES, INC.
PERSONACARE, INC.
TRANSITIONAL HOSPITALS CORPORATION, a Delaware
corporation
TRANSITIONAL HOSPITALS CORPORATION, a Nevada
corporation
VENCARE, INC.
VENCARE REHAB SERVICES, INC.
VENCOR HOSPITALS EAST, L.L.C.
VENCOR, INC.
VENCOR INVESTMENT COMPANY
VENCOR OPERATING, INC.

By: 
Name: Richard A. Lechleiter
Title: Vice President

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: Houston A. Stebbins
Name: Houston A. Stebbins
Title: Vice President

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EXECUTION

TRADEMARK SECURITY AGREEMENT
NY1:701947

TRADEMARK
REEL: 001967 FRAME: 0802

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
CBHS	2,001,091	09/17/96
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
Intehgro	2,150,899	04/14/98

Sched 1-1

EXECUTION

Trademark	Registration No.	Registration Date
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
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
PersonaCare Plus	1,969,418	04/23/96
Pretect	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
Therasys	2,166,742	06/23/98
TheraTx	1,673,090	01/21/92
TheraTx and Design	1,857,035	10/04/94

Sched 1-2

EXECUTION

TRADEMARK SECURITY AGREEMENT
NY1:701947

TRADEMARK
REEL: 001967 FRAME: 0804

Trademark	Registration No.	Registration Date
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
Ventouch	2,184,403	08/25/98
Angel Care	KY 11055	1/25/95
Candle Subacute Services	N/A	
CPC Care	CA 038580	5/22/91

Sched 1-3

EXECUTION

TRADEMARK SECURITY AGREEMENT
NY1:701947

TRADEMARK
REEL: 001967 FRAME: 0805

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date
Crossroads	[Applied]	05/14/97
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
Vencor Gold	75/373,189	10/15/97
Venplex	74/379,584	04/16/93
Worknet	75/041,433	01/11/96

Sched 1-4

EXECUTION

