

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

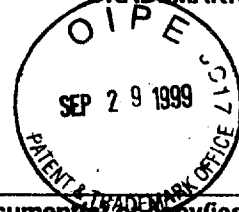
MAD  
9-29-99

10-01-1999



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U.S. Department of Commerce  
Patent and Trademark Office



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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)

#### FOR OFFICE USE ONLY

10/01/1999 MTHAI1 00000023 1989599

01 FC:481 40.00 OP  
02 FC:482 375.00 OP

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: 001968 FRAME: 0028

**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) |                      |                      |
|---------------------------------|----------------------|----------------------|
| <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"/> |

| Registration Number(s)                 |  |  |
|--|--|--|
| <input type="text" value="1,989,599"/> | <input type="text" value="878,374"/>   | <input type="text" value="994,849"/>   |
| <input type="text" value="1,651,131"/> | <input type="text" value="1,523,865"/> | <input type="text" value="1,915,361"/> |
| <input type="text" value="1,465,236"/> | <input type="text" value="2,061,953"/> | <input type="text" value="1,737,354"/> |

**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

9/27/99

Name of Person Signing

Signature

Date Signed

**Continuation  
of Trademark  
Registration Numbers**

**VENCOR, INC.**

**U.S. TRADEMARK REGISTRATION NUMBERS**

|           |           |           |           |
|-----------|-----------|-----------|-----------|
| 1,730,153 | 1,649,810 | 1,866,097 | 1,599,033 |
| 2,103,342 | 1,910,714 | 2,184,403 |           |

**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.

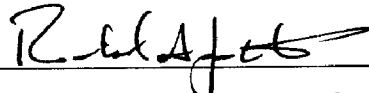
Except to the extent permitted in the Security Agreement or the Credit Agreement, each of the Lien Grantors agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

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

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EXECUTION

Acknowledged:

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Collateral Agent

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

**U.S. TRADEMARK REGISTRATIONS**

| <b>Trademark</b>                             | <b>Registration No.</b> | <b>Registration Date</b> |
|--|-------------------------|--------------------------|
| 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



| <b>Trademark</b>                               | <b>Registration No.</b> | <b>Registration Date</b> |
|--|-------------------------|--------------------------|
| 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: 001968 FRAME: 0036**

| <b>Trademark</b>                                    | <b>Registration No.</b> | <b>Registration Date</b> |
|---|-------------------------|--------------------------|
| 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: 001968 FRAME: 0037**

# U.S. TRADEMARK APPLICATIONS

| <b>Trademark</b>                      | <b>Serial No.</b> | <b>Filing Date</b> |
|---------------------------------------|-------------------|--------------------|
| 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.<br>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

TRADEMARK SECURITY AGREEMENT  
NY1:701947

**TRADEMARK**  
**REEL: 001968 FRAME: 0038**

# EXCLUSIVE TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties Licensor/Licensee</u> | <u>Date of Agreement</u> | <u>Subject Matter</u> |
|--------------------------|----------------------------------|--------------------------|-----------------------|
|                          |                                  |                          |                       |
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Sched 1-5

EXECUTION

TRADEMARK SECURITY AGREEMENT  
NY1:701947

RECORDED: 09/29/1999

TRADEMARK  
REEL: 001968 FRAME: 0039