

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genesis Holdings, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Contribution Agreement
- Merger
- Change of Name

Execution Date: 11/20/2003

2. Name and address of receiving party(ies)

Name: Genesis HealthCare Holding Company II, Inc.  
Internal c/o Genesis HealthCare Corporation  
Address: Attn: Genesis Counsel

Street Address: 101 E. State St.

City: Kennett Square State: PA Zip: 19348

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

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

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

A. Trademark Application No.(s) 76/163,900;  
76/163,924; 76/163,843; 76/163,845

B. Trademark Registration No.(s) 2,084,540;  
2,239,106; 2,433,814; 2,175,374

Additional number(s) attached  Yes  No

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

Name: David M. Perry, Esquire

Internal Address: Blank Rome LLP  
9th Floor

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103-6998

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

022555

DO NOT USE THIS SPACE

9. Signature.

David M. Perry  
Name of Person Signing

*David M. Perry*  
Signature

12.1.03  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$466.00 022555 76163900

FORM PTO-1618B  
Expires 06/30/99  
OMB 0851-0027

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

**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)**

74/620,560  76/163,848  75/856,023

2,302,332  2,196,189  2,062,522

76/148,405  76/375,832

2,719,783  2,270,169

**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.

DAVID M. PERRY  
Name of Person Signing

[Signature]  
Signature

12-1-03  
Date Signed

**CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of November 20, 2003, is entered into by and among Genesis Holdings, Inc., a corporation organized under the laws of Delaware ("Parent"), and Genesis HealthCare Holding Company II, Inc., a corporation organized under the laws of Delaware ("Subsidiary"), which is a wholly owned subsidiary of Parent.

WHEREAS, Parent wishes to contribute the assets listed on Schedule A hereto (the "Transferred Assets") to Subsidiary in consideration of its existing equity interest in Subsidiary.

WHEREAS, Parent and Subsidiary intend for the transactions contemplated by this Agreement to constitute an exchange pursuant to Section 351 and/or a reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, Parent and Subsidiary, intending to be legally bound, agree as follows:

**ARTICLE I**

Contribution of Assets

Section 1.1. Contribution and Acquisition. Parent hereby contributes, sells, transfers, conveys, assigns and delivers to Subsidiary, and Subsidiary hereby acquires, all of Parent's rights, title and interests in and to the Transferred Assets.

Section 1.2. Further Assurances. The parties hereto agree that, from time to time after the date hereof, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be necessary to carry out the purposes and intents of this Agreement, and the transactions contemplated hereby, including, without limitation, the taking or causing the taking of all such actions and the making, execution and delivery, of any and all documents, instruments and certificates, in such form and with such terms as may reasonably be required, all to effect the acquisition by Subsidiary of the Transferred Assets.

**ARTICLE II**

Miscellaneous

Section 2.1. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, but all of which together shall constitute one instrument. Signatures delivered by telecopy shall have the same effect as the manual original signatures.

Section 2.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania applicable to contracts made and to be performed entirely within such state.

Section 2.3. Entire Agreement. This Agreement and any Exhibits, Schedules and Annexes hereto and thereto contain the entire agreement among the parties with respect to the transactions contemplated hereby and supersede all prior term sheets, discussions, negotiations and agreements, written or oral, with respect thereto.

Section 2.4. No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any Person which is not a party hereto.

Section 2.5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 2.6. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 2.7. Amendments and Waivers. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 2.8. Interpretation. Unless otherwise specified, references herein to Articles, Sections and Schedules refer to the Articles, Sections and Schedules to this Agreement. The words "hereof," "herein" and "hereunder," and words of like import, refer to this Agreement as a whole and not to any particular Article or Section of this Agreement. References to this Agreement herein shall include the Schedules hereto. The words "without limitation" shall be deemed to follow any use of the word "include" or "including" herein. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

Section 2.9. Severability. In case any provision of this Agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day first above written.

GENESIS HOLDINGS, INC.

By: *George V. Hager, Jr.*  
George V. Hager, Jr., President

GENESIS HEALTHCARE HOLDING COMPANY II, INC.

By: *George V. Hager, Jr.*  
George V. Hager, Jr., Chairman and CEO

**Schedule A**

**Transferred Assets**

“Transferred Assets” shall mean the shares of common stock set forth below (which constitute 100% of the outstanding capital stock of the entities listed below), if any, together with the other assets set forth below, if any:

<u>Entity</u>	<u>Number of Common Shares</u>
Genesis Healthcare Centers Holdings, Inc.	1,000

Other Assets

See Annex A.

Doc. 6b (Annex A)

## ANNEX A: INTELLECTUAL PROPERTY

I. MARKS

MARK	REG. NO. (APP. NO.)	REG. DATE (FILING DATE)	INT. CLASS(ES)	OWNER OF RECORD WITH THE UNITED STATES PTO
ELDERCARE FOR A FULL LIFE	2,084,540	7/29/1997	3542	Genesis Holdings, Inc.
FOR A FULL LIFE	2,239,106	4/13/1999	3542	Genesis Holdings, Inc.
FULL LIFE	2,433,814	3/6/2001	3542	Genesis Holdings, Inc.
FULL POTENTIAL	2,175,374	7/21/1998	42	Genesis Holdings, Inc.
GENESIS CONSULTING SERVICES & Design	(76/163,900)	(11/3/2000)	3542	Genesis Holdings, Inc.
GENESIS DIAGNOSTIC SERVICES & Design	(76/163,924)	(11/13/2000)	3542	Genesis Holdings, Inc.
GENESIS ELDERCARE	2,302,332	12/21/1999	3542	Genesis Holdings, Inc.
GENESIS ELDERCARE and De- sign	2,196,189	10/13/1998	3542	Genesis Holdings, Inc.
GENESIS FULL LIFE SERVICES & Design	(76/163,843)	(11/13/2000)	3542	Genesis Holdings, Inc.
GENESIS HEALTH SERVICES & Design	(76/163,845)	(11/13/2000)	3542	Genesis Holdings, Inc.

GENESIS HEALTH VENTURES (74/620,560)	(01/10/96)	3542	SM	Genesis Holdings, Inc.
GENESIS HOSPITALITY SERVICES & Design (76/163,848)	(11/13/2000)	3542	SM	Genesis Holdings, Inc.
GENESIS MANAGEMENT RESOURCES 2,062,522	5/20/1997	3542	@	Genesis Holdings, Inc.
GENESIS REHABILITATION SERVICES & Design 2,719,783	5/27/03	3542	@	Genesis Holdings, Inc.
GENESIS SELECT CARE (75/856,023)	(11/22/99)	42	SM	Genesis Holdings, Inc.
HOMESTEAD BY GENESIS ELDERCARE & Design (76/148,405)	(06/07/02)	3544	SM	Genesis Holdings, Inc.
Miscellaneous Design (NEW COMPANY LOGO) 2,270,169	8/17/1999	3542	@	Genesis Holdings, Inc.
RESPIRATORY HEALTH SERVICES & Design (76/375,832)	02/25/02	3542	SM	Genesis Holdings, Inc.

**2. INTERNET DOMAIN REGISTRATIONS**

<u>Domain Name</u>	<u>Expiration Date</u>
genesishospitalityservices.com	27-Feb-05
genesishospitalityservices.us	15-May-07
rehab.com	22-Feb-05
rehab.net	5-Jun05
eldercare.biz	4-Apr-04
genesiseldercare.biz	18-Nov-03



genesidercare.com	31-May-05
genesis-eldercare.com	13-Jul-05
genesidercare.info	12-Oct-06
genesidercare.us	15-Apr-07
GenesisHCC.biz	7-Aug-06
GenesisHCC.com	5-Jun-04
GenesisHCC.net	5-Jun-04
GenesisHCC.org	7-Aug-06
GenesisHCC.us	7-Aug-06
GHCare.com	5-Jun-04
GHCare.net	5-Jun-04
GHCare.org	14-Jul-04