

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ceres Strategies, Inc.		10/22/2003	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2734217	CERES
Registration Number:	2706710	CERES STRATEGIES
Registration Number:	2702252	PARTNERS IN PROCUREMENT

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 053114/1025

NAME OF SUBMITTER: Kimberly Solomon

Total Attachments: 7  
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TRADEMARK

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October [22], 2003 is made by CERES STRATEGIES, INC., a Delaware corporation (the "Obligor"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October [22], 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Beverly Enterprises, Inc. (the "Borrower"), the Lenders, the Administrative Agent, and the other Agents parties thereto. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October [22], 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties referred to therein a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Revolving Credit Lenders to make Revolving Credit Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agents and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto),

to the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties to secure payment, performance and observance of the Obligor's Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CERES STRATEGIES, INC.

By: 

Name:

Title:

**Dwight C. Kouri**

**Vice President**

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[TRADEMARK SECURITY AGREEMENT – CERES STRATEGIES, INC.]

STATE OF New York,  
COUNTY OF New York ) ss

On the 21<sup>st</sup> day of October, 2003, before me personally came Dwight C. Kouri, who is personally known to me to be the Vice President of Ceres Strategies, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation, and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Francheska Marquez  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

FRANCHESKA MARQUEZ  
Notary Public, State of New York  
No. 01MA6066704  
Qualified in New York County  
Commission Expires November 19, 2005

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CERES STRATEGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title: **Francis Chang**  
**Vice President**

[TRADEMARK SECURITY AGREEMENT – CERES STRATEGIES, INC.]

STATE OF

New York

COUNTY OF

Kings

) ss

On the 21 day of October, 2003 before me personally came Francis Chang, who is personally known to me to be the \_\_\_\_\_ of Lehman Commercial Paper Inc., who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Carmela Rinaldi  
Notary Public

CARMELA RINALDI

Registration # 01RI4816446

County of Kings, State of New York

License expires 4/30/06

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK


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## SCHEDULE A

### U.S. Trademarks Registrations and Applications

**Grantor: CERES STRATEGIES, INC.**

Mark	Type	Reg. No. Ser. No.	Description of Goods	Status
CERES	Federal	2,734,217	<u>Class 35</u> : Procurement, namely, a full line of goods and services for long-term care facilities.	<i>Registered</i>
CERES STRATEGIES (stylized) 	Federal	2,706,710	<u>Class 35</u> : Procurement, namely, a full line of goods and services for long-term care facilities.	<i>Registered</i>
PARTNERS IN PROCUREMENT	Federal	2,702,252	<u>Class 35</u> : Procurement, namely, a full line of goods and services for long-term care facilities.	<i>Registered</i>