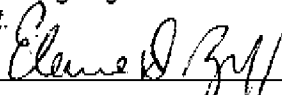


Form PTO-1594  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p><b>Mariner Health Care, Inc.</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - <b>Delaware</b>  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p><b>Canadian Imperial Bank of Commerce 425 Lexington Avenue New York, NY 10017</b></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - <b>Canada</b>  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement          <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <b>December 19, 2003</b></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s).          B. Trademark Registration No(s).  <b>2768205</b></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>Elaine D. Ziff, Esq. SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP Four Times Square New York, New York 10036</b></p>	<p>6. Total number of applications/registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <b>\$40</b></p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account  <b>(Our Ref. 614840/233)</b></p> <p>8. Deposit Account No. <b>19-2385</b></p>
<p><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and signature.  <i>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.</i></p> <p style="text-align: center;"> <span style="margin-right: 200px;"><u>Elaine D. Ziff</u> Name</span> <span style="margin-right: 100px;"> Signature</span> <span><u>December 24, 2003</u> Date</span> </p> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: <b>7</b></p>	

CH \$40.00 192385 2768205

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of December 19, 2003, is among MARINER HEALTH CARE, INC., a Delaware corporation, located at One Ravinia Drive, 15th Floor, Atlanta, Georgia 30346 (individually, a "**Grantor**"), and CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian federally incorporated company, located at 425 Lexington Avenue, New York, NY 10017, as Collateral Agent for the Secured Parties (the "**Collateral Agent**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement (as hereafter defined).

WHEREAS, pursuant to a Pledge and Security Agreement, dated as of December 19, 2003 (as amended and/or supplemented from time to time, the "**Security Agreement**") among Mariner Health Care, Inc., Grantor, the other Subsidiary Guarantors party thereto, and the Collateral Agent, Grantor has granted to the Collateral Agent a security interest and continuing lien on all of Grantors' right, title, and interest in, to, and under all personal property of Grantor including, but not limited to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, a security interest and continuing lien upon all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (all of the following being herein collectively referred to as the "**Trademark Collateral**"):

(i) each United States, state and foreign trademark, trade name, corporate name, company name, business name, fictitious business name, internet domain name, trade style, service mark, certification mark, collective mark, logo, other source or business identifier, design or general intangible of a like nature, each registration and application for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule 1 of this Agreement, each extension or renewal of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(ii) each and all agreements providing for the granting of any right in or to the Trademark Collateral (whether such Grantor is licensee or licensor thereunder), to which the Grantor is a party; and

(iii) to the extent not otherwise included in the above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by Grantor to the Collateral Agent pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest 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.

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed by their respective officers thereunto duly authorized.

MARINER HEALTH CARE, INC.

By: Boyd L. Lutz  
Name:  
Title:

Acknowledged:

**CANADIAN IMPERIAL BANK  
OF COMMERCE, as Collateral Agent**

By: 

Name: Douglas Bennett  
Title: Managing Director  
CIBC World Markets Corp. As Agent

Schedule I  
to Trademark  
Security Agreement

None.

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b><u>Mark</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
MARINER HEALTH CARE (and Design)	Registration: 2,768,205 Application: 78-104,009	Registration: 9/23/03 Application: 1/22/02