

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.

1. Name of conveying party(ies):

LCR, Inc.

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

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

2. Name and Address of receiving party(ies)

**Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, NY 10017**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - **Canada**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **December 19, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No(s).
74609608

B. Trademark Registration No(s).
**2768205 2154657 2129793
2291958 2181759 2129792
2246520 2276969 2021289
2223170 2117454 1756826
1230504**

Additional numbers attached? Yes No

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

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

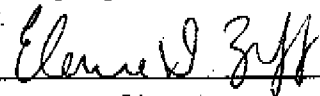
6. Total number of applications/registrations involved: **14**

7. Total fee (37 CFR 3.41) **\$365**
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 614840/233)

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. 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.

Elaine D. Ziff  December 24, 2003
Name Signature Date

Total number of pages including cover sheet, attachments, and document: 7

CH \$365.00 192385 74609608

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of December 19, 2003, is among LCR, 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.

LCR, INC.

By: Boyd P. Turkey
Name:
Title:

Acknowledged:

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

By: 

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

Schedule I
to Trademark
Security Agreement

None.

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

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MARINER HEALTH CARE (and Design)	Registration: 2,768,205 Application: 78-104,009	Registration: 9/23/03 Application: 1/22/02
ATS (and Design)	Registration: 2,291,958 Application: 75-342,428	Registration: 11/16/99 Application: 8/18/97
IMPROVE!	Registration: 2,246,520 Application: 75-259,231	Registration: 5/18/99 Application: 3/18/97
REHABILITATION HOSPITAL SERVICES	Registration: 2,223,170 Application: 75-259,230	Registration: 2/9/99 Application: 3/18/97
LIFE SKILLS VILLAGE	Registration: 2,154,657 Application: 75-186,715	Registration: 5/5/98 Application: 10/24/96
MARINER HEALTH CARE	Registration: 2,181,759 Application: 75-151,904	Registration: 8/18/98 Application: 8/19/96
Design Only (Triangle Logo)	Registration: 2,276,969 Application: 75-116,417	Registration: 9/14/99 Application: 6/10/96
PROGRESSIVE CARE CENTERS OF AMERICA (and Design)	Registration: 2,117,454 Application: 75-106,390	Registration: 12/2/97 Application: 5/20/96
LIVING CENTERS OF AMERICA (and Design)	Registration: 2,129,793 Application: 75-059,732	Registration: 1/20/98 Application: 2/20/96
LIVING CENTERS OF AMERICA	Registration: 2,129,792 Application: 75-059,731	Registration: 1/20/98 Application: 2/20/96
GARDEN SQUARE (and Design)	Registration: Application: 74-609,608	Registration: Application:
GARDEN SQUARE	Registration: 2,021,289 Application: 74-607,088	Registration: 12/3/96 Application: 12/5/94
THE ALZHEIMER'S CAREGIVER	Registration: 1,756,826 Application: 74-297,416	Registration: 3/9/93 Application: 7/23/92
AID AND ASSISTANCE INC. (and Design)	Registration: 1,230,504 Application: 73-261,216	Registration: 3/8/83 Application: 5/7/80