01-31-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

SELECT MEDICAL CORPORATION

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

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

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, N.A.

Internal Address:

Street Address: P.O. BOX 2558

City: HOUSTON State: TX Zip: 77252

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☑ Other BANK

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: 01/27/2005

1-28-05

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

A. Trademark Application No.(s)
SEE ATTACHED.

B. Trademark Registration No.(s)
SEE ATTACHED.

Additional number(s) attached ☑ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 240.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Bradley Petersen — Name of Person Signing

Bradley Petersen — Signature

January 27, 2005 — Date

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

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

02/01/2005 ECOOPER 00000019 2427075

01 FC:8521 40.00 OP
02 FC:8524 120.00 OP

SUPPLEMENT NO. 4 dated as of January 27, 2005, to the US SECURITY AGREEMENT dated as of September 22, 2000 (the "Security Agreement"), among SELECT MEDICAL CORPORATION, (the "Company"), each Subsidiary of the Company listed on Schedule I thereto or becoming a party thereto as provided in Section 7.15 thereof (the "Subsidiary Guarantors", the Company and the Subsidiary Grantors being referred to collectively as the "Grantors") and JPMORGAN CHASE BANK, N.A. (formerly known as JPMORGAN CHASE BANK), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. Reference is made to the Credit Agreement dated as of September 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company; Canadian Back Institute Limited, a wholly owned subsidiary of the Company ("CBIL"); the lenders from time to time party thereto (the "Lenders"); JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as US administrative agent (in such capacity, the "US Agent") and as collateral agent (in such capacity, the "Collateral Agent"); JPMorgan Chase Bank, Toronto Branch (as successor to J.P. Morgan Bank Canada (formerly known as The Chase Manhattan Bank of Canada)), as Canadian Agent and Canadian Collateral Agent; Banc of America Securities LLC, as Syndication Agent; and CIBC, Inc. as Documentation Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to extend credit to the Borrowers. Section 7.15 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each of the Subsidiaries of the Company listed on Schedule I hereto (the "New Grantors") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to extend credit and as consideration for credit previously extended.

Accordingly, the Collateral Agent and each of the New Grantors agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, each of the New Grantors by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each of the New Grantors hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each of the New Grantors, as security for the payment and performance in full of the Obligations (as defined in the Credit Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured

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Parties, their successors and assigns, a security interest in and lien on all of each of the New Grantors' right, title and interest in and to the Collateral (as defined in the Security Agreement) of each of the New Grantors. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each of the New Grantors. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each of the New Grantors represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the New Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each of the New Grantors hereby represents and warrants that set forth on Schedule II attached hereto is a true and correct schedule of (a) the jurisdiction of organization and organizational ID number of each of the New Grantors and (b) the location of any and all Collateral of each of the New Grantors. Each of the New Grantors hereby further represents and warrants that set forth on Schedule III attached hereto is a true and correct schedule of all Intellectual Property and Licenses owned by each of New Grantors.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to each of the New Grantors shall be given to it in care of the Company.

SECTION 9. Each of the New Grantors agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each of the New Grantors and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

EACH OF THE NEW GRANTORS
LISTED ON SCHEDULE I HERETO
OTHER THAN WALTHAM PHYSICAL
THERAPY ASSOCIATES, INC.,

by _____
Name: Michael E. Tarvin
Title: Vice President

WALTHAM PHYSICAL THERAPY
ASSOCIATES, INC.

by _____
Name: John F. Duggan
Title: Vice President

JPMORGAN CHASE BANK, N.A.
(formerly known as JPMorgan Chase Bank),
as Collateral Agent,

by _____
Name:
Title:

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SECTION 9. Each of the New Grantors agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each of the New Grantors and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

EACH OF THE NEW GRANTORS
LISTED ON SCHEDULE I HERETO
OTHER THAN WALTHAM PHYSICAL
THERAPY ASSOCIATES, INC.,

by _____
Name: Michael E. Tarvin
Title: Vice President

WALTHAM PHYSICAL THERAPY
ASSOCIATES, INC.

by _____
Name: John F. Duggan
Title: Vice President

JPMORGAN CHASE BANK, N.A.
(formerly known as JPMorgan Chase Bank),
as Collateral Agent,

by _____
Name:
Title:

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SECTION 9. Each of the New Grantors agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each of the New Grantors and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

EACH OF THE NEW GRANTORS
LISTED ON SCHEDULE I HERETO
OTHER THAN WALTHAM PHYSICAL
THERAPY ASSOCIATES, INC.,

by _____
Name: Michael E. Tarvin
Title: Vice President

WALTHAM PHYSICAL THERAPY
ASSOCIATES, INC.

by _____
Name: John F. Duggan
Title: Vice President

JPMORGAN CHASE BANK, N.A.
(formerly known as JPMorgan Chase Bank),
as Collateral Agent,

by Stephanie Parker
Name:
Title:

Stephanie Parker
Vice President

SCHEDULE I
to SUPPLEMENT NO. 4
to US SECURITY AGREEMENT

NEW GRANTORS

SemperCare, Inc.

Select Specialty Hospital - Akron/SHS, Inc. (DE)

Select Specialty Hospital - Augusta/UH, Inc. (DE)

Select Specialty Hospital - Baton Rouge, Inc. (DE)

Select Specialty Hospital - Belleville, Inc. (DE)

Select Specialty Hospital - Bronson, Inc. (DE)

SemperCare Hospital of Central Illinois, Inc. (DE)

Select Specialty Hospital - Colorado Springs, Inc. (DE)

SemperCare Hospital of Fort Myers, Inc. (DE)

SemperCare Hospital of Hartford, Inc. (DE)

SemperCare Hospital of Lakeland, Inc. (DE)

SemperCare Hospital of Lakewood, Inc. (DE)

Select Specialty Hospital - Lancaster, Inc. (DE)

SemperCare Hospital of Little Rock, Inc. (DE)

Select Specialty Hospital - Longview, Inc. (DE)

Select Specialty Hospital - McKeesport, Inc. (DE)

Select Specialty Hospital - Midland, Inc. (DE)

SemperCare Hospital of Mobile, Inc. (DE)

Select Specialty Hospital - Orlando, Inc. (DE)

Select Specialty Hospital - Panama City, Inc. (DE)

SemperCare Hospital of Pensacola, Inc. (DE)

Select Specialty Hospital - Pine Bluff, Inc. (DE)

SemperCare Hospital of Plainfield, Inc. (DE)

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SemperCare Hospital of Sarasota, Inc. (DE)

Select Specialty Hospital - Savannah, Inc. (DE)

SemperCare Hospital of Spokane, Inc. (DE)

SemperCare Hospital of Springfield, Inc. (DE)

SemperCare Hospital of Tallahassee, Inc. (DE)

Select Specialty Hospital - Pittsburgh/UPMC, Inc. (DE)

SemperCare Hospital of Volusia, Inc. (DE)

SemperCare Hospital of Washington, Inc. (DE)

Select Specialty Hospital - Winston-Salem, Inc. (DE)

Waltham Physical Therapy Associates, Inc.

SCHEDULE II
to SUPPLEMENT NO. 4
to US SECURITY AGREEMENT

LOCATION OF COLLATERAL

Grantor	Organi-zational ID Number	State of Formation or Incorporation	Address of Hospitals/Offices
SemperCare, Inc.	3009583	DE	2745 North Dallas Parkway, Suite 300 Plano, TX 75093
Select Specialty Hospital - Akron/SHS, Inc. (DE)	3106911	DE	525 East Market Street Akron, OH 44309
Select Specialty Hospital - Augusta/UH, Inc. (DE)	3555994	DE	1350 Walton Way, 7th Fl. Augusta, GA 30901
Select Specialty Hospital - Baton Rouge, Inc. (DE)	3511545	DE	5000 Hennessy Boulevard, 3rd Floor South, Baton Rouge, LA 70808
Select Specialty Hospital - Belleville, Inc. (DE)	3601279	DE	1 Clara Maass Drive Belleville, NJ 07109
Select Specialty Hospital - Bronson, Inc. (DE)	3452832	DE	601 John Street, Box 76 Kalamazoo, MI 49007
SemperCare Hospital of Central Illinois, Inc. (DE)	3629659	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
Select Specialty Hospital -	3358231	DE	825 E. Pikes Peak Ave., Ste. 500

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Grantor	Organi-zational ID Number	State of Formation or Incorporation	Address of Hospitals/Offices
Colorado Springs, Inc. (DE)			Colorado Springs, CO 80903
SemperCare Hospital of Fort Myers, Inc. (DE)	3769146	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
SemperCare Hospital of Hartford, Inc. (DE)	3598652	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
SemperCare Hospital of Lakeland, Inc. (DE)	3687641	DE	1324 Lakeland Hills Boulevard Lakeland, FL 33805-4543
SemperCare Hospital of Lakewood, Inc. (DE)	3732691	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
Select Specialty Hospital - Lancaster, Inc. (DE)	3366161	DE	555 N. Duke Street, 4 North Lancaster, PA 17604
SemperCare Hospital of Little Rock, Inc. (DE)	3184081	DE	9601 Interstate 630, Exit 7, 10th Floor Little Rock, AR 72205
Select Specialty Hospital - Longview, Inc. (DE)	3627149	DE	700 East Marshall Avenue, 1st and Ground Fl. West Longview, TX 75601
Select Specialty Hospital - McKeesport, Inc. (DE)	3707201	DE	1500 Fifth Avenue, Crawford, 6th Floor McKeesport, PA 15132
Select Specialty Hospital - Midland, Inc. (DE)	3502456	DE	4212 Andrews Highway, 3rd Floor Midland, TX 79703
SemperCare Hospital of Mobile, Inc. (DE)	3563898	DE	5 Mobile Infirmary Circle Mobile, AL 36607
Select Specialty Hospital -	3488990	DE	601 East Rollins Street

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Grantor	Organi-zational ID Number	State of Formation or Incorporation	Address of Hospitals/Offices
Orlando, Inc. (DE)			Orlando, FL 32803
Select Specialty Hospital - Panama City, Inc. (DE)	3488993	DE	615 North Bonita Avenue Panama City, FL 32401
SemperCare Hospital of Pensacola, Inc. (DE)	3695990	DE	1000 West Mareno Pensacola, FL 32501-2393
Select Specialty Hospital - Pine Bluff, Inc. (DE)	3540285	DE	1515 W. 42nd Avenue, 3rd Floor SE Pine Bluff, AR 71603
SemperCare Hospital of Plainfield, Inc. (DE)	3810103	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
SemperCare Hospital of Sarasota, Inc. (DE)	3623982	DE	1700 S. Tamiami Trail Sarasota, FL 34239-3555
Select Specialty Hospital - Savannah, Inc. (DE)	3464175	DE	5353 Reynolds Street, 4 South Savannah, GA 31405
SemperCare Hospital of Spokane, Inc. (DE)	3604024	DE	101 West Eighth Avenue Spokane, WA 99204
SemperCare Hospital of Springfield, Inc. (DE)	3566556	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
SemperCare Hospital of Tallahassee, Inc. (DE)	3623975	DE	1300 Miccosukee Road Tallahassee, FL 32308
Select Specialty Hospital - Pittsburgh/UPMC, Inc. (DE)	3695995	DE	200 Lothrop St., MUH E824 Pittsburgh, PA 15213
SemperCare Hospital of Volusia, Inc. (DE)	3556825	DE	4716 Old Gettysburg Road Mechanicsburg, PA 17055
SemperCare Hospital of	3707197	DE	4716 Old Gettysburg Road

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Grantor	Organi-zational ID Number	State of Formation or Incorporation	Address of Hospitals/Offices
Washington, Inc. (DE)			Mechanicsburg, PA 17055
Select Specialty Hospital - Winston-Salem, Inc. (DE)	3380652	DE	3333 Silas Creek Parkway Winston-Salem, NC 27103
Waltham Physical Therapy Associates, Inc.	042849694	MA	32 South Street, Suite 302 Waltham, MA 02453

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SCHEDULE III
to SUPPLEMENT NO. 4
to US SECURITY AGREEMENT

Trademarks, Service Marks and Trade Names, and Applications for registration thereof
(all U.S.)

Registered Trademarks:

1. QUALMAX™ Trademark Reg. No. 2,427,075 Dated February 6, 2001.

Corporate and Trade Names:

Corporate and Trade Name
SemperCare, Inc.
Select Specialty Hospital - Akron/SHS, Inc.
Select Specialty Hospital - Augusta/UH, Inc.
Select Specialty Hospital - Baton Rouge, Inc.
Select Specialty Hospital - Belleville, Inc.
Select Specialty Hospital - Bronson, Inc.
SemperCare Hospital of Central Illinois, Inc.
Select Specialty Hospital - Colorado Springs, Inc.
SemperCare Hospital of Fort Myers, Inc.
SemperCare Hospital of Lakeland, Inc.
SemperCare Hospital of Lakewood, Inc.
Select Specialty Hospital - Lancaster, Inc.
SemperCare Hospital of Hartford, Inc.
SemperCare Hospital of Little Rock, Inc.
Select Specialty Hospital - Longview, Inc.
Select Specialty Hospital - McKeesport, Inc.

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Select Specialty Hospital - Midland, Inc.
SemperCare Hospital of Mobile, Inc.
Select Specialty Hospital - Orlando, Inc.
Select Specialty Hospital - Panama City, Inc.
SemperCare Hospital of Pensacola, Inc.
Select Specialty Hospital - Pine Bluff, Inc.
SemperCare Hospital of Plainfield, Inc.
SemperCare Hospital of Sarasota, Inc.
Select Specialty Hospital - Savannah, Inc.
SemperCare Hospital of Spokane, Inc.
SemperCare Hospital of Springfield, Inc.
SemperCare Hospital of Tallahassee, Inc.
Select Specialty Hospital -Pittsburgh/UPMC, Inc.
SemperCare Hospital of Volusia, Inc.
SemperCare Hospital of Washington, Inc.
Select Specialty Hospital - Winston-Salem, Inc.

Registered Copyrights and Copyright Applications (all U.S.)

None.

Patents and Patent Applications

None.

Domain Names

www.sempercare.com

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Proprietary Software

None.

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