

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
Beverly Enterprises, Inc.		11/02/2004	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: 14			
Property Type	Number	Word Mark	
Serial Number:	78428662	AFFIRMACARE	
Serial Number:	78411163		
Serial Number:	78411223	ASERACARE	
Serial Number:	78411165	ASERACARE	
Serial Number:	78461683		
Serial Number:	78461698	BEVERLY CATERING & EVENTS	
Serial Number:	78428702	BEVERLY ENTERPRISES	
Serial Number:	78428677	BEVERLY HEALTHCARE	
Serial Number:	78411326		
Serial Number:	78411345	CERES PURCHASING SOLUTIONS	
Serial Number:	78464566	FAMILY-CENTERED HOSPICE	
Serial Number:	78343521	VIZIA HEALTHCARE DESIGN GROUP	
Serial Number:	78339213	VIZIA HEALTHCARE DESIGN GROUP	
Serial Number:	78411221		

OP \$365.00 78428662

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7698

Email: LLevy@stblaw.com

Correspondent Name: Mark Solomon, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	02/02/2005
Total Attachments: 5 source=BevTM#page1.tif source=BevTM#page2.tif source=BevTM#page3.tif source=BevTM#page4.tif source=BevTM#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 2, 2004 is made by BEVERLY ENTERPRISES, INC., a Delaware corporation (the "Borrower"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") that are 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 the Borrower, the Lenders, the Administrative Agent, and the other Agents parties thereto.

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 Borrower and certain of its Subsidiaries 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 Borrower 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;

WHEREAS, since the execution of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower has acquired additional Trademarks; and

WHEREAS, the Borrower 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 Borrower 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 Borrower 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 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 Borrower's Secured Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower 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 Borrower 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.

BEVERLY ENTERPRISES, INC.

By: 

Name: John Co. Arena

Title: Assistant Secretary

LEHMAN COMMERCIAL PAPER INC., as
Administrative Agent

By: 

Name: Francis Chang

Title: Authorized Signatory

STATE OF Arkansas)
) ss
COUNTY OF Sebastian)

On the 3rd day of ^{January 2005} ~~December~~ 2004, before me personally came John G. Arwa, who is personally known to me to be the Asst. Secretary of Beverly Enterprises, Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~ ^{he} is the Asst. Secretary 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.

Hall A. Ramm
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On the 13th day of January 2005, before me personally came Franco Cheng, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper Inc., who, being duly sworn, did depose and say that she/he is the Authorized Signatory 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.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2016

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
AFFIRMACARE	78/428,662
ASERACARE (Design)	78/411,163
ASERACARE (Word & Design)	78/411,223
ASERACARE	78/411,165
BEVERLY CATERING & EVENTS (Design)	78/461,683
BEVERLY CATERING & EVENTS (Word & Design)	78/461,698
BEVERLY ENTERPRISES (Stylized)	78/428,702
BEVERLY HEALTHCARE (Word & Stylized)	78/428,677
CERES (Design)	78/411,326
CERES PURCHASING SOLUTIONS (Word & Design)	78/411,345
FAMILY-CENTERED HOSPICE	78/464,566
VIZIA HEALTHCARE DESIGN GROUP	78/343,521
VIZIA HEALTHCARE DESIGN GROUP (Word & Design)	78/339,213
DESIGN ONLY	78/411,221