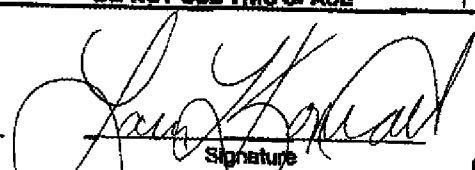


Form PTO-1594 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)
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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office
 80034-496 ①

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

<p>1. Name of conveying party(ies): SMR EAC, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <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) Name: <u>General Electric Capital</u> <u>Corporation, as agent</u> Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>
<p>3. Nature of conveyance: <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: <u>December 27, 2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41) \$ <u>165</u></p> <p> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature</p> <p><u>Laura Konrath</u>  <u>1/9/06</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: </p>	

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

CH \$165.00 232428 1841102



SCHEDULE I
TO
CONTRIBUTION
ITEM

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

4

BANYAN TREE	SMR EAC, Inc.	20-Jul-1992	74/295827	21-Jun-1994	1841102	Registered	U.S.
	SMR EAC, Inc.	27-Feb-1997	75/248641	04-Aug-1998	2178067	Registered	U.S.
(ENVISION LOGO) ENVISION MANAGEMENT CORPORATION	SMR EAC, Inc.	19-Feb-1997	75/243908	28-Dec-1999	2303165	Registered	U.S.
 PEOPLESTAR	SMR EAC, Inc.	25-Aug-1997	75/345857	13-Oct-1998	2196717	Registered	U.S.
THERAPIST OWNED-THE REHABILITATION SEAL of EXCELLENCE Plus Design	SMR EAC, Inc.	22-May-1995	74/678685	25-Jun-1996	1982362	Abandoned	U.S.
TREE Design	SMR EAC, Inc.	26-May-1995	74/660541	18-Jun-1996	1980936	Abandoned	U.S.

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TRADEMARK

REEL: 003248 FRAME: 0433

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2005, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated First Lien Credit Agreement, dated as of December 27, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated First Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

{SIGNATURE PAGES FOLLOW}

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SMR EAC, INC.
as Grantor

By: _____
Name: Dennis Fitzpatrick
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

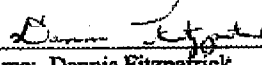
By: 
Name: Brent Shepherd
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FIRST LIEN)]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SMR EAC, INC.
as Grantor

By: 
Name: Dennis Fitzpatrick
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: Brent Shepherd
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FIRST LIEB)]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania)
) ss.
COUNTY OF Chester)

On this 20th day of December, 2005 before me personally appeared Dennis Fitzpatrick, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SMR EAC, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kim M. Basile

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kim M. Basile, Notary Public
Malvern Boro, Chester County
My Commission Expires Aug. 16, 2008
Member: Pennsylvania Association Of Notaries



TRADEMARK

REEL: 003248 FRAME: 0438

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

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TRADEMARK

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.

WINSTON & STRAWN LLP

Facsimile

35 W. WACKER DRIVE, CHICAGO IL 60601-9703
312-558-5600

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SMR

<small>200 PARK AVENUE NEW YORK, NY 10166-4100 212-264-0700</small>	<small>1400 L STREET, N.W. WASHINGTON, DC 20004-3902 202-371-3700</small>	<small>36TH FLOOR, 333 SOUTH GRAND AVE LOS ANGELES, CA 90071-1543 213-615-1700</small>	<small>101 CALIFORNIA STREET SAN FRANCISCO, CA 94111-5694 415-591-1000</small>	<small>43 RUE DU RHÔNE 1204 GENEVA, SWITZERLAND 41-22-317-75-75</small>	<small>21 AVENUE VICTOR HUGO 75116 PARIS, FRANCE 33-1-53-64-32-82</small>	<small>BUNLISBURY HOUSE 3 CANNON VICTORIA STREET LONDON, ENGLAND EC4M 6NH 44-20-7429-0000</small>
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Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

DATE: January ⁹ 2006

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23630/496

Please Deliver as Soon as Possible To:

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Total number of pages including this page: 11 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

- Enclosed:
- Facsimile Cover Sheet
 - Cover Letter
 - Recordation Cover Sheet
 - Schedule of U.S. Trademarks
 - Trademark Security Agreement

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352

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1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

January 5, 2006

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #23630/496 - GE Capital/Benchmark/SMR (First Lien)

Dear Commissioner:

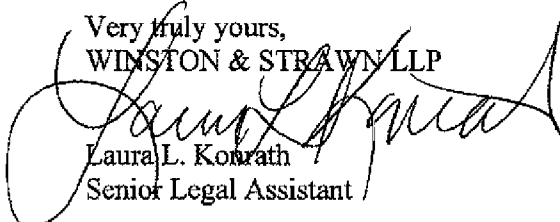
Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$165 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures