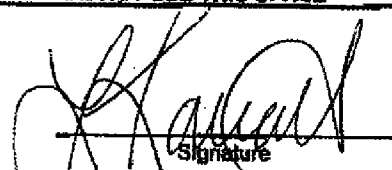



Form PTO-1594 (Rev. 03/01) OMB No. 0881-0027 (exp. 8/31/2002) Tab settings ⇒ ⇒ ⇒		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 23630 - 496 (15)	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): GE HFS Holdings, Inc. (f/k/a Heller Healthcare Finance, Inc.)  <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 _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation,</u> <u>Internal</u> as agent Address: _____  Street Address: <u>500 W. Monroe</u>  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u>  <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-State <u>Delaware</u> <input type="checkbox"/> Other _____  <small>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</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of Trademark</u> Execution Date: <u>December 27, 2005</u> <u>Security Agreement</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston &amp; Strawn LLP</u>  Street Address: <u>35 W. Wacker Dr.</u>  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			6. Total number of applications and registrations involved: ..... <u>2</u>		
			7. Total fee (37 CFR 3.41)..... <u>\$65</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>232428</u>		
<b>DO NOT USE THIS SPACE</b>					
9. Signature.  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Laura Konrath</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>2/6/06</u>            Date         </div> </div>					

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SCHEDULE 1

Continuation  
Item 4

KEYSTONE REHABILITATION ENTERPRISES Plus Design	Northstar Health Services, Inc.	17-Jul-1998	75/521065			Abandoned	U.S.
 KEYSTONE REHABILITATION SYSTEMS	Keystone Rehabilitation Systems, Inc.	15-Jul-1987	73/672184	31-May- 1988	1490615	Registered	U.S.

15

**Execution Copy**

**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 27th day of December, 2005 by GE HFS HOLDINGS, INC. (f/k/a Heller Healthcare Finance, Inc.), a Delaware corporation ("Assignor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Assignee"), and agreed to and acknowledged by each Grantor (as defined below).

**WITNESSETH**

WHEREAS, Northstar Health Services, Inc., a Delaware corporation ("NHS"), and Keystone Rehabilitation Systems, Inc., a Pennsylvania corporation ("Keystone") (Keystone and NHS together are "Grantors" and each individually a "Grantor"), entered into that certain Trademark Security Agreement dated as of September 22, 2000 whereby each Grantor granted a continuing security interest in, among other things, each Trademark listed on Schedule 1 annexed hereto (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement") in favor of Heller Financial, Inc., in its capacity as agent (the "Original Agent") for the lenders party to that certain Credit Agreement dated as of September 22, 2000 among Benchmark Medical Holdings, Inc., a Delaware corporation ("Borrower"), the Original Agent, as agent, and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 10, 2000 at reel 002161 frame 0247 (which was a corrected filing from one recorded on October 10, 2000 at reel 002161 frame 0459);

WHEREAS, each of the Grantors is a direct or indirect wholly-owned Subsidiary of Borrower and guaranteed the obligations of Borrower under the Original Credit Agreement and entered into a Security Agreement dated as of September 22, 2000 whereby each Grantor granted a security interest in substantially all of its assets in favor of the Original Agent, including each of the Trademarks described above (as amended, restated, modified or supplemented from time to time, the "Original Security Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 13, 2002 among Borrower, Assignor, as agent for the lenders party thereto, and the lenders party thereto (as amended, restated supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), the Original Agent resigned as agent for the lenders and Assignor was appointed as successor agent for the lenders thereunder and under each other Loan Document referred to therein;

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement dated as of November 13, 2002 between the Original Agent and Assignor, the Original Agent assigned to Assignor all of its right, title and interest in and to the Trademark Security Agreement and all of the Trademarks and other collateral security interests granted therein;

WHEREAS, in connection with the execution and delivery of that certain Amended and Restated First Lien Credit Agreement dated as of December 27, 2005 among Borrower, Assignee as Agent for the Lenders and the Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), which amends and restates the Original Credit Agreement as amended by the Amended Credit Agreement, Assignor resigned as agent for the Lenders and Assignee was appointed as successor Agent to the Lenders thereunder and under each other Loan Document referred to therein;

WHEREAS, in connection with the execution and delivery of the Credit Agreement, each Grantor has executed and delivered that certain Amended and Restated First Lien Guaranty and Security Agreement (as amended, restated, supplemental or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Original Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, Assignor and each Grantor hereby agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement, as modified by the Credit Agreement.

2. Assignment of Security Interests. In accordance with Assignor's resignation as Agent, and the appointment of Assignee as successor Agent, pursuant to the terms of the Credit Agreement, Assignor hereby assigns to Assignee, in its capacity as Agent for the Lenders under the Credit Agreement, all of its right, title and interest in and to the Trademark Security Agreement and all of the Trademarks and other collateral security interests granted therein.

3. Reaffirmation of Trademark Security Agreement. Each Grantor hereby acknowledges and accepts the assignment described herein, agrees to be bound to Assignee thereby, ratifies and affirms all of the obligations of each Grantor under the Trademark Security Agreement and confirms that the Trademark Security Agreement (except as expressly modified hereby) remains and shall continue to remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, Assignor, Assignee and each Grantor have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GE HFS HOLDINGS, INC. (f/k/a Heller  
Healthcare Finance, Inc.)

By:   
Title: Duly Authorized Signatory

ASSIGNEE:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Title: Duly Authorized Signatory

GRANTORS:

NORTHSTAR HEALTH SERVICES, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

KEYSTONE REHABILITATION  
SYSTEMS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor, Assignee and each Grantor have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GE HFS HOLDINGS, INC. (f/k/a Heller  
Healthcare Finance, Inc.)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTORS:


NORTHSTAR HEALTH SERVICES, INC.

By: *Michael Bert*  
Title: Vice President

KEYSTONE REHABILITATION  
SYSTEMS, INC.

By: *Michael Bert*  
Title: Vice President

SCHEDULE 1

Item No.	Registrant Name	Issue Date	App. No.	Exp. Date	Reg. No.	Status	Country
	KEYSTONE REHABILITATION ENTERPRISES Plus Design	Northstar Health Services, Inc.	17-Jul-1998	75/521065		Abandoned	U.S.
	 KEYSTONE REHABILITATION SYSTEMS	Keystone Rehabilitation Systems, Inc.	15-Jul-1987	73/672184	31-May-1988	1490615 Registered	U.S.

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