

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
Kindred Healthcare, Inc		06/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Collateral Agent
Street Address:	PO Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252-8301
Entity Type:	Bank: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3038352	PEOPLE FIRST REHABILITATION
Registration Number:	2934790	ANGEL CARE
Registration Number:	2184403	VENTOUCH
Registration Number:	994849	
Registration Number:	2680685	
Registration Number:	2660452	KINDRED HEALTHCARE
Registration Number:	1599033	VENCOR
Registration Number:	2660453	KINDRED
Registration Number:	1866097	VENCARE
Registration Number:	2061953	REFLECTIONS
Registration Number:	2660454	KINDRED
Serial Number:	76576256	ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME

CORRESPONDENCE DATA

OP \$315.00 3038352

Fax Number: (518)452-0822
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 518-452-1873
Email: accessin@sprynet.com
Correspondent Name: Jackie Lee
Address Line 1: 1773 Western Ave
Address Line 4: Albany, NEW YORK 12203

ATTORNEY DOCKET NUMBER:	83436
NAME OF SUBMITTER:	Kevin O'Mahony
Signature:	/Kevin O'Mahony/
Date:	03/30/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Kindred Healthcare, Inc. (the "**Borrower**") and each of its subsidiaries party hereto (each a "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Borrower, the Lenders party thereto, JPMorgan Chase Bank, as Administrative Agent and Collateral Agent, Citicorp USA, Inc., as Syndication Agent, and General Electric Capital Corporation, The CIT Group/Business Credit, Inc. and Wells Fargo Foothill, as Co-Documentation Agents, are parties to an Amended and Restated Credit Agreement dated as of June 28, 2004 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) an Amended and Restated Guarantee and Security Agreement dated as of June 28, 2004 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Collateral Documents (as defined in the Credit Agreement), including this Trademark Security Agreement, the Borrower has secured certain of its obligations (the "**Secured Obligations**") and each other Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in its personal property, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure the Secured Obligations or the Lien Grantor's Secured Guarantee, as the case may be, a continuing security interest in all of such Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

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(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as an Enforcement Notice (as defined in the Credit Agreement) is in effect, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee 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.

[Signature pages follow]

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of June, 2004.

KINDRED HEALTHCARE, INC.

By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of Tax and Treasurer

VENCOR, INC. (Assignee) (n/k/a KINDRED HEALTHCARE, INC.)

By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of Tax and Treasurer

VENCARE, INC. (Assignee) (n/k/a KINDRED HEALTHCARE SERVICES, INC.)

By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of Tax and Treasurer

COMMUNITY PSYCHIATRIC CENTERS CORPORATION (became TRANSITIONAL HOSPITALS CORPORATION which merged into KINDRED HEALTHCARE OPERATING, INC.)

By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of Tax and Treasurer

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FIRST HEALTHCARE CORPORATION
(n/k/a KINDRED HEALTHCARE
OPERATING, INC.)

By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of Tax and
Treasurer

THERATX, INCORPORATED (n/k/a
KINDRED REHAB SERVICES, INC.)

By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of Tax and
Treasurer

Acknowledged:

JPMORGAN CHASE BANK,
as Collateral Agent

By: 

Name:

Title:

JOHN C. RIORDAN
VICE PRESIDENT

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**Schedule 1
to Trademark
Security Agreement**

See attached.

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KINDRED TRADEMARK OWNERSHIP REPORT

STATUS

PENDING

TMARK	REGN	APPNO	OWNER
PEOPLE FIRST REHABILITATION plus design	78/338,903		Kindred Healthcare, Inc.
ANGEL CARE	78/297,878		Kindred Healthcare, Inc.
ONE PRESCRIPTION AT A TIME, ONE PERSON AT A TIME	76/576,258		Kindred Healthcare, Inc.

REGISTERED

GUARDIAN CARE	878,374	72/268,877	Vencor, Inc. (Assignee) (n/k/a Kindred Healthcare, Inc.)
VENTOUCH	2,184,403	75/002,184	Kindred Healthcare, Inc.
Miscellaneous design (Guardian Care design)	994,849	72/431,090	Vencor, Inc. (Assignee) (n/k/a Kindred Healthcare, Inc.)
Miscellaneous design	2,680,685	76/389,748	Kindred Healthcare, Inc.
KINDRED HEALTHCARE	2,660,452	76/184,550	Kindred Healthcare, Inc.
COUNTERPOINT CENTER	1,459,721	643,479	Community Psychiatric Centers Corporation (became Transitional Hospitals Corporation which merged into Kindred Healthcare Operating, Inc.)
HO HO HOTLINE	1,523,865	73/710,770	Vencor, Inc. (Assignee) (n/k/a Kindred Healthcare, Inc.)
FIRST HEALTHCARE	1,008,689	74/449,377	First Healthcare Corporation (n/k/a Kindred Healthcare Operating, Inc.)
VENCOR	1,599,033	73/834,447	Kindred Healthcare, Inc.
INTERACTIVE HEALTH NETWORK	1,925,214	74/573,090	Vencare, Inc. (Assignee) (n/k/a Kindred Healthcare Services, Inc.)
KINDRED plus design	2,660,453	76/184,551	Kindred Healthcare, Inc.
VENCARE	1,866,097	74/470,923	Kindred Healthcare, Inc.
PRO-VISION	1,492,942	652,062	Vencare, Inc. (Assignee) (n/k/a Kindred Healthcare Services, Inc.)
PROTOUCH	1,465,236	73/625,232	Vencor, Inc. (Assignee) (n/k/a Kindred Healthcare, Inc.)
REFLECTIONS	2,061,953	74/647,247	Kindred Healthcare, Inc.
THERASYS	2,166,742	74/735,407	TheraTx, Incorporated (n/k/a Kindred Rehab Services, Inc.)
KINDRED	2,660,454	76/184,646	Kindred Healthcare, Inc.