

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Healthcare Group, Inc.		04/19/2007	CORPORATION: DELAWARE
CareerStaff Unlimited, Inc.		04/19/2007	CORPORATION: DELAWARE
Sunmark of New Mexico, Inc.		04/19/2007	CORPORATION: NEW MEXICO
PMC Hospice Services, Inc.		04/19/2007	CORPORATION: OKLAHOMA

## RECEIVING PARTY DATA

Name:	Credit Suisse, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Bank:

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2007597	
Registration Number:	2003994	SUNDANCE
Registration Number:	2006816	TRAVELCARE USA
Registration Number:	2202082	SUNBRIDGE
Registration Number:	2458246	SUNBRIDGE
Registration Number:	2175242	CAREERSTAFF UNLIMITED
Serial Number:	76669046	SOLAMOR

## CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 202-783-2700

TRADEMARK

REEL: 003528 FRAME: 0452

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Email: oleh.hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

2007597

NAME OF SUBMITTER:

LaKeeshia Saunders

Signature:

/LS/

Date:

04/24/2007

Total Attachments: 8

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Sun Healthcare Group, Inc.

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

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

## 3. Nature of conveyance:

- ☐ Assignment                              ☐ Merger  
☒ Security Agreement                      ☐ Change of Name  
☐ Other :

Execution Date: April 19, 2007

## 2. Name and address of receiving party(ies)

Name: Credit Suisse, as Collateral Agent

Internal

Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10011

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other BankIf 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

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

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

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

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City: Washington State: DC Zip: 20005

## 6. Total number of applications and registrations involved:

7

## 7. Total fee (37 CFR 3.41).....\$

☐ 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.*

Alexandra Andrei

Name of Person Signing

Alexandra Andrei

Signature

4/23/07

Date

8

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. 20231TRADEMARK  
REEL: 003528 FRAME: 0454

Additional Granting Parties

CareerStaff Unlimited, Inc., a Delaware Corporation  
Sunmark of New Mexico, Inc., a New Mexico Corporation  
PMC Hospice Services, Inc., an Oklahoma Corporation

TRADEMARK SECURITY AGREEMENT dated as of April 19, 2007 (this "**Agreement**"), among SUN HEALTHCARE GROUP, INC. (the "**Borrower**"), the subsidiaries of the Borrower listed on Schedule I hereto (the "**Subsidiary Parties**") and Credit Suisse, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 19, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and Collateral Agent and (b) the Credit Agreement dated as of April 19, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto and Credit Suisse, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

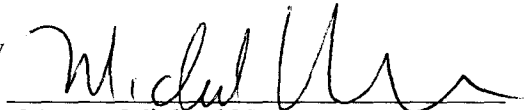
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

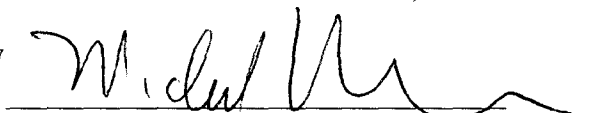
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

SUN HEALTHCARE GROUP, INC.,

by   
Name: Michael Newman  
Title: Executive Vice President

EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO,

by   
Name: Michael Newman  
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

SUN HEALTHCARE GROUP, INC.,

by

\_\_\_\_\_  
Name:

Title:

EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO,

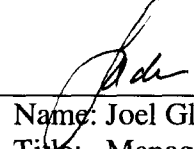
by

\_\_\_\_\_  
Name:

Title:


CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by

  
\_\_\_\_\_  
Name: Joel Glodowski

Title: Managing Director

by

  
\_\_\_\_\_  
Name: James Neira

Title: Associate

TRADEMARK

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Schedule I

<u>Subsidiary Parties</u>
CareerStaff Unlimited, Inc.
Sunmark of New Mexico, Inc.
PMC Hospice Services, Inc.

Schedule II

I. Trademarks

	<b>MARK</b>	<b>Registration Number (Date of Registration)</b>	<b>REGISTERED OWNER</b>
1.	Design used by Sun Healthcare Group, Inc.	2,007,597 (10/15/96)	Sunmark of New Mexico, Inc.
2.	SunDance	2,003,994 (10/1/96)	Sunmark of New Mexico, Inc.
3.	Travelcare USA	2,006,816 (10/8/96)	CareerStaff Unlimited, Inc.
4.	SunBridge	2,202,082 (11/3/98)	Sunmark of New Mexico, Inc.
5.	SunBridge	2,458,246 (6/5/01)	Sunmark of New Mexico, Inc.
6.	CareerStaff Unlimited	2,175,242 (7/21/98)	CareerStaff Unlimited, Inc.

II. Trademark Applications

	<b>MARK</b>	<b>Registration Number (Date of Registration)</b>	<b>REGISTERED OWNER</b>
1.	SolAmor	76669046 (11/15/06)	PMC Hospice Services, Inc.