

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kindred Healthcare, Inc.		07/18/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3097988	COLORSCAPES	
Registration Number:	3079570	IT'S MORE THAN JUST FILLING PRESCRIPTIONS, IT'S A FULFILLING CAREER	
Registration Number:	3103729		
Registration Number:	3097987	PASSAGES	
Serial Number:	77086800	VALUE. TRUST. PERFORMANCE.	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		

CH \$140.00 3097988

ATTORNEY DOCKET NUMBER:	CSC # 217930
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	09/11/2007
Total Attachments: 5 source=kindred_jpmorgan_tm5#page2.tif source=kindred_jpmorgan_tm5#page3.tif source=kindred_jpmorgan_tm5#page4.tif source=kindred_jpmorgan_tm5#page5.tif source=kindred_jpmorgan_tm5#page6.tif	

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Kindred Healthcare, Inc., a Delaware corporation (the "**Borrower**") 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, N.A., 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 a Second Amended and Restated Credit Agreement dated as of July 18, 2007 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Second Amended and Restated Guarantee and Security Agreement dated as of July 18, 2007 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, N.A., 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**") 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, the Borrower grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Borrower'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 Borrower, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would

impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Borrower is a party, including, without limitation, each Trademark License identified in Schedule I 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 Borrower 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 Borrower (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of the Borrower under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

The Borrower 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 Borrower 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 Borrower 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, the Borrower 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 the Borrower to the Grantee pursuant to the Security Agreement. The Borrower 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, the Borrower has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18th day of July, 2007.

KINDRED HEALTHCARE, INC.

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

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


By: 
Name: Dawn L. LeeLum
Title: Executive Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003618 FRAME: 0877

Schedule I
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>Name</u>	<u>Owner / Lien Grantor</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Action</u>
COLORSCAPES	Kindred Healthcare, Inc.	3,097,988	78/648,210	Registered		05/30/12 (Affidavit of Use)
IT'S MORE THAN JUST FILLING PRESCRIPTIONS. IT'S A FULFILLING CAREER	Kindred Healthcare, Inc.	3,079,570	78/612,284	Registered		04/11/12 (Affidavit of Use)
Miscellaneous design (Colorscapes circle logo) 	Kindred Healthcare, Inc.	3,103,729	78/648,218	Registered		6/13/2012 (Affidavit of Use)
PASSAGES	Kindred Healthcare, Inc.	3,097,987	78/648,196	Registered		05/31/2012 (Affidavit of Use)
VALUE. TRUST. PERFORMANCE.	Kindred Healthcare, Inc.		77/086,800	Pending	01/19/2007	