

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANOR CARE, INC.		08/27/1981	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MANOR HEALTHCARE CORP.		
Street Address:	10750 Columbia Pike		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0914464	MANOR CARE	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	304800.00050.1354914464		
NAME OF SUBMITTER:	Jody L. Burtner		
Signature:	/Jody L. Burtner/		
Date:	10/09/2007		

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Total Attachments: 11

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Delaware

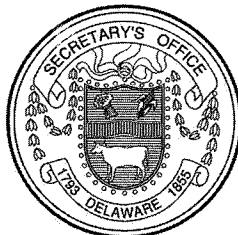
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"MANOR CARE MERGER CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "MANOR CARE, INC." UNDER THE NAME OF "MANOR HEALTHCARE CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 1981, AT 10 O'CLOCK A.M.



0690117 8100M

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Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5192912

DATE: 11-14-06

TRADEMARK

REEL: 003636 FRAME: 0175

AUG 27 1981
10 AM
SECRETARY OF STATE

PLAN OF REORGANIZATION AND AGREEMENT OF MERGER

PLAN OF REORGANIZATION AND AGREEMENT OF MERGER, dated as of July 1, 1981, by and among MANOR CARE, INC., a Delaware corporation (hereinafter called "MC" or "Surviving Corporation"), MANOR CARE HOLDING COMPANY, a Delaware corporation (hereinafter called the "Holding Company"), and MANOR CARE MERGER CORPORATION, a Delaware corporation and a wholly-owned subsidiary of the Holding Company (hereinafter called "MCM" or "Subsidiary"). Holding Company, MC and MCM are herein sometimes collectively referred to as the "Constituent Corporations".

RECITALS

MC was organized on October 18, 1968. Its authorized capital stock consists of 500,000 shares of Preferred Stock, par value \$1.00 per share, none of which is issued or outstanding, and 7,500,000 shares of Common Stock, par value \$.10 per share (the "MC Common Stock"), of which 5,372,234 shares are issued and outstanding and entitled to vote.

Holding Company was organized on July 23, 1981. Its authorized capital stock consists of 500,000 shares of Preferred Stock, par value \$1.00 per share, none of which is issued or outstanding, and 20,000,000 shares of Common Stock, par value \$.10 per share (the "Holding Company Common Stock"), of which 100 shares have been issued and are all owned by MC.

MCM was organized on July 23, 1981. Its authorized capital stock consists of 1,000 shares of Common Stock, par value \$.10 per share, of which 100 shares have been issued and are all owned by Holding Company.

The respective Boards of Directors of MC, MCM and Holding Company have adopted this Agreement.

The respective Boards of Directors of each of the Constituent Corporations and of Holding Company deem it advisable and to the advantage of said corporations that MCM merge with and into MC upon the terms and conditions herein provided.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE I

MERGER

1.1. *Effective Time of Merger.* Effective as of the date and time of appropriate filings with the Secretary of State of the State of Delaware, MCM shall merge with and into MC, which as the surviving corporation shall continue its corporate existence under the laws of the State of Delaware as a wholly-owned subsidiary of the Holding Company. The separate corporate existence of MCM shall cease. The date and time of such filing is herein referred to as the "Effective Time of the Merger".

1.2. *Taking of Necessary Action.* Holding Company, MCM and MC, respectively, shall use their best efforts to take all such action as may be necessary or appropriate in order to effectuate the transactions contemplated hereby.

ARTICLE II

CHANGE OF NAME OF SURVIVING CORPORATION; CHANGE OF NAME OF THE HOLDING COMPANY; CERTIFICATE OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION; CERTIFICATE OF INCORPORATION AND BY-LAWS OF THE HOLDING COMPANY; DIRECTORS AND OFFICERS

2.1. *Change of Name of Surviving Corporation.* At the Effective Time of the Merger, the corporate name of the Surviving Corporation shall be changed from Manor Care, Inc. to "Manor Healthcare Corp." by amending the Certificate of Incorporation of MC in its entirety as follows: "FIRST: The name of the corporation is: Manor Healthcare Corp."

2.2. *Change of Name of Holding Corporation.* At the Effective Time of the Merger, the corporate name of the Holding Company shall be changed from Manor Care Holding Company to "Manor Care, Inc." by amending the Certificate of Incorporation of Holding Company in its entirety as follows: "FIRST: The name of the corporation is: "Manor Care, Inc."

2.3. *Certificate of Incorporation and By-Laws of the Surviving Corporation.* The Certificate of Incorporation, as amended, and By-Laws, as amended, of MC, as in effect at the Effective Time of the Merger, shall continue in full force and effect as the Certificate of Incorporation and By-Laws of the Surviving Corporation, until amended or supplemented in accordance with their respective terms or the General Corporation Law of the State of Delaware (the "GCL"), except that at the Effective Time of the Merger, Article FIRST of the Certificate of Incorporation of the Surviving Corporation shall be amended as set forth in Section 2.1 hereof.

2.4. *Certificate of Incorporation and By-Laws of the Holding Company.* The Certificate of Incorporation and By-Laws of the Holding Company, as in effect at the Effective Time of the Merger, shall continue in full force and effect as the Certificate of Incorporation and By-Laws of the Holding Company, until amended or supplemented in accordance with their respective terms and the GCL, except that at the Effective Time of the Merger, Article FIRST of the Certificate of Incorporation of the Holding Company shall be amended as set forth in Section 2.2 hereof.

2.5. *Directors and Officers of the Surviving Corporation.* The directors and officers of MC at the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation until expiration of their current terms as such, or prior resignation, removal or death.

ARTICLE III

CONVERSION AND EXCHANGE OF SECURITIES

3.1. *Conversion of Securities.*

(a) *Common Stock of MC.* At the Effective Time of the Merger, each share of Common Stock of MC then outstanding, excluding shares held in the MC treasury, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into one share of Common Stock of the Holding Company, which shall be completely in lieu of any cash, property, shares or other securities or obligations of the Surviving Corporation, and the shares of MC Common Stock so converted shall cease to exist as such and shall exist only as shares of the Holding Company. No cash, securities or other property shall be paid, issued or given in respect of shares of MC Common Stock held by MC as treasury stock, and at the Effective Time of the Merger all such shares, and the certificates representing the same, shall be cancelled and retired and all rights in respect thereof shall cease to exist.

(b) *Common Stock of MCM.* At the Effective Time of the Merger, each share of Common Stock of MCM outstanding immediately prior to the Effective Time of the Merger shall be converted into and exchanged for one share of Common Stock of the Surviving Corporation.

(c) *Common Stock of Holding Company.* At the Effective Time of the Merger, each share of Common Stock of Holding Company held by MC shall be surrendered and cancelled.

3.2. *Exchange of Certificates Not Required.* Holders of certificates representing shares of MC Common Stock will not be required to surrender such certificates in exchange for certificates representing shares of Holding Company Common Stock. Until certificates representing MC Common Stock are presented for exchange or registration of transfer, each such certificate shall be deemed, from and after the Effective Time of the Merger, to evidence ownership of the same number of shares of Holding Company Common Stock. Each holder of certificates representing shares of MC Common Stock may present such certificates to the Holding Company's transfer agent for cancellation and receive in exchange a certificate representing the same number of shares of Holding Company Common Stock. After the Effective Time of the Merger, whenever certificates which represented shares of MC Common Stock are surrendered for registration of transfer, the Holding Company will cause to be issued in respect thereof certificates representing an equal number of shares of Holding Company Common Stock. If any certificate representing Common Stock of the Holding Company is to be issued in a name other than that in which the certificate representing the MC Common Stock surrendered is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or accompanied by a stock power and shall otherwise be in proper form for transfer, and that the person requesting such issuance shall pay to the Holding Company or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing Common Stock of the Holding Company in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Holding Company or its transfer agent that such taxes have been paid or are not applicable.

3.3. *Status of Securities.*

(a) *Surrender and Exchange of Outstanding Certificates.* At any time on or after the Effective Time of the Merger, each holder of previously outstanding stock certificates evidencing ownership of shares of MC Common Stock will be entitled, upon surrender of such certificates to such bank(s) or trust company(ies) as shall be designated by the Holding Company, to receive in exchange therefor one or more new stock certificates evidencing ownership of the same number of shares of Common Stock of the Holding Company as appears on such surrendered certificates.

(b) *Status of Outstanding Certificates for MC Common Stock.* Until surrendered and exchanged, each outstanding certificate theretofore evidencing ownership of shares of MC Common Stock shall be deemed for all purposes to evidence ownership of the number of shares of Common Stock of the Holding Company into which the shares of MC Common Stock theretofore represented thereby have been converted. If any certificate representing Common Stock of the Holding Company is to be issued in a name other than that in which the certificate representing the MC Common Stock surrendered is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or accompanied by a stock power and shall otherwise be in proper form for transfer, and that the person requesting such issuance shall pay to the Holding Company or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing Common Stock of the Holding Company in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Holding Company or its transfer agent that such taxes have been paid or are not applicable.

(c) At the Effective Time of the Merger, the current stock transfer books of MC shall be deemed closed, and no transfer of shares of the currently outstanding MC Common Stock shall thereafter be made or consummated.

3.4. *No Further Registration of Transfer.* After the Effective Time of the Merger, there shall be no registration of transfers on the stock transfer records of MC of the shares of MC Common Stock which were issued and outstanding immediately prior to the Effective Time of the Merger.

ARTICLE IV

SPECIFIC UNDERTAKINGS OF THE SURVIVING CORPORATION AND THE HOLDING COMPANY

4.1. *Non-qualified Stock Options, Stock Option, Stock Purchase and Stock Ownership Plans.* Effective as of the Effective Time of the Merger, the Holding Company shall assume (without relieving or removing any other company from the rights or obligations thereunder) all of the rights and obligations of MC arising from existing non-qualified stock options and under the 1969 stock option plan, as amended, and the Quality Inns Key Executive Stock Option Plan of 1972 as each of said options and plans may then be in effect, and each such option and plan shall continue in effect unchanged except that references therein to MC Common Stock shall be deemed to refer to the Holding Company Common Stock and references therein to MC shall be deemed to refer to the Holding Company or the Surviving Corporation as the application or context requires. As of the Effective Time of the Merger, the Holding Company shall reserve shares of its authorized but unissued Common Stock which may be required for future issuance under the provisions of each such option and plan in number equal to the number of shares of MC Common Stock which were reserved by MC for purposes of each such option and plan of MC immediately prior to the Effective Time of the Merger.

4.2. *Other Employee Benefit Plans.* When the Merger becomes effective, each employee benefit plan to which MC is then a party shall continue to be the plan of the Surviving Corporation except that as to any such plan which, in the judgment of the Board of Directors of the Holding Company, MC had been a party because, at the time of adoption of such plan, MC was the parent corporation of a controlled group of corporations, the Holding Company shall, either in lieu of or in addition to the Surviving Corporation, become a party thereto, having the same status as the parent corporation of the controlled group as MC had prior to the merger, and this provision shall constitute the formal adoption by the Holding Company of any such employee benefit plan which requires a specific adoption by a corporate successor to MC.

ARTICLE V

COVENANTS AND AGREEMENTS

5.1. From the date hereof until the Effective Time of the Merger or until abandonment of the Merger pursuant to Article VIII hereof:

(a) Each of the Constituent Corporations will exercise all reasonable efforts to obtain requisite consents and approvals to the Merger herein contemplated in order to comply with any and all instruments to which any such corporation is a party or by which any thereof may be bound.

(b) MC shall not transact any business, enter into any transactions, permit any change in its capital stock, or perform any acts except as shall be necessary or appropriate to the consummation of the transactions contemplated hereby.

(c) The Board of Directors of MC shall take all steps necessary to secure listing of the shares of Common Stock of Holding Company on the New York Stock Exchange.

(d) MC shall present this Agreement for adoption or rejection by a vote of the holders of Common Stock of MC at the Company's Annual Meeting, will furnish to such holders such documents and information in connection therewith as required by law, and will recommend approval and adoption of this Agreement by such holders.

5.2. *Registration Statement.* The Constituent Corporations shall prepare and file as soon as reasonably practicable with the Securities and Exchange Commission the Registration Statement for the

purpose of registering the shares of Holding Company Common Stock to be exchanged for the shares of MC Common Stock pursuant to the provisions of Article III hereof and shall use all reasonable efforts to cause the Registration Statement to become effective as soon as practicable thereafter. The Constituent Corporations shall also take any action required to be taken under any applicable state blue sky or securities laws in connection with the issuance of the shares of Holding Company Common Stock as set forth in this Agreement.

ARTICLE VI

CONDITIONS

Effectuation of the Merger and other transactions herein provided is conditioned upon the following:

6.1. *Shareholder Approval.* Consummation of the transactions contemplated by this Agreement is subject to the adoption of this Agreement by the affirmative vote of the holders of a majority of the issued and outstanding shares of MC Common Stock at a meeting duly called and held in accordance with the GCL. On August 27, 1981 (or such later date as may be approved by the Board of Directors of MC), after at least 20 days' prior written notice thereof to each shareholder of MC, to consider and vote upon, among other things, the approval and adoption of this Agreement.

6.2. *Registration Statement Effectiveness.* The Registration Statement shall have become effective under the Securities Act of 1933, as amended, and shall not be the subject of any stop order.

6.3. *Listing.* The Common Stock of the Holding Company to be delivered to the MC stockholders pursuant to Article III hereof shall have been authorized for listing on the New York Stock Exchange, subject to official notice of issuance or listed on the American Stock Exchange.

6.4. *Tax Opinion.* MC and the Holding Company shall have received a satisfactory opinion of Cahill Gordon & Reindel substantially to the effect that:

(a) The acquisition by the Holding Company of all the issued and outstanding shares of MC Common Stock solely for shares of Holding Company Common Stock will constitute either a reorganization within the meaning of Section 368 of the Code or a transfer described in Section 351 of the Code.

(b) No gain or loss will be recognized to MC's stockholders upon receipt of the shares of Holding Company Common Stock in exchange for their shares of MC Common Stock.

(c) The basis of the shares of Holding Company Common Stock to be received by MC's stockholders will, in each instance, equal the basis of the respective shares of MC Common Stock surrendered in exchange therefor and the holding period of such Holding Company Common Stock will include the period during which the shares of MC Common Stock exchanged therefor were held provided that the shares of MC Common Stock are held as capital assets at the date of the exchange.

(d) No gain or loss will be recognized by MC or the Holding Company as a result of the Merger of MCM into MC in connection with the proposed transaction.

6.5. *Opinion of Counsel.* Consummation of the transactions contemplated by this Agreement is subject to the receipt by MC and the Holding Company of an opinion, dated the day of the Effective Time of the Merger, of Cahill Gordon & Reindel, substantially to the effect that:

(i) Each of MC, the Holding Company and MCM is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(ii) This Agreement is a valid and binding agreement of each of MC, the Holding Company, and MCM in accordance with its terms;

(iii) The execution and delivery of this Agreement does not, and the consummation of the transactions provided for herein will not, violate any provision of the certificate of incorporation or By-Laws of any of MC, the Holding Company or MCM;

(iv) The shares of Holding Company Common Stock, when issued pursuant to this Agreement, will be validly issued, fully paid and non-assessable.

6.6. *Officers' Certificate.* Completion of the transactions contemplated by this Agreement is subject to receipt of a certificate dated the Effective Time of the Merger signed by two officers of MC (one of which shall be its principal financial officer) stating that all consents and approvals required to consummate the transactions referred to herein shall have been obtained.

ARTICLE VII

TERMINATION

7.1. *Termination.*

(a) This Agreement may be terminated and the Merger abandoned at any time prior to the making of appropriate filings with the Secretary of State of the State of Delaware, notwithstanding favorable action by the shareholders of MC, by resolution duly adopted by the Board of Directors of MC, if such Board of Directors, in its sole discretion, determines that consummation of the Merger is inadvisable.

(b) In the event of the termination and abandonment of this Agreement pursuant to the provisions of 7.1(a), this Agreement shall become void and of no further force and effect, without any liability on the part of any party hereto and any other party or to any other person.

ARTICLE VIII

MISCELLANEOUS

8.1. *Counterparts.* This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

8.2. *Amendment.* This Agreement may be amended at any time prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of the Constituent Corporations; provided, however, that this Agreement may not be amended, modified or supplemented after it has been approved by the shareholders of MC in any manner which, in the judgment of the Board of Directors of MC, might materially adversely affect such shareholders of MC.

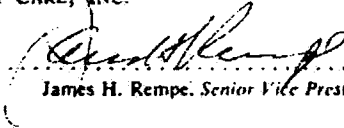
8.3. *Descriptive Headings.* The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8.4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

MANOR CARE, INC.

By

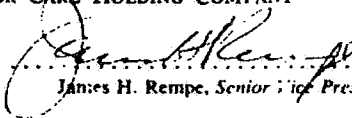

James H. Rempe, Senior Vice President

ATTEST:

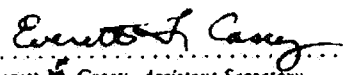

Everett M. Casey, Assistant Secretary

MANOR CARE HOLDING COMPANY

By



James H. Rempe, Senior Vice President

ATTEST:


Everett M. Casey, Assistant Secretary

MANOR CARE MERGER CORPORATION

By

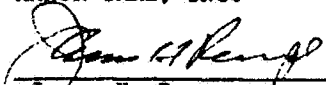

James H. Rempe, Senior Vice President

ATTEST:


Everett M. Casey, Assistant Secretary

THE ABOVE PLAN OF REORGANIZATION AND AGREEMENT OF MERGER (the "Agreement of Merger"), having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on said Agreement of Merger by the Assistant Secretary of each corporate party thereto, the Senior Vice President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Assistant Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger, as the respective act, deed and agreement of each of said corporations, on this 27th day of August, 1981.

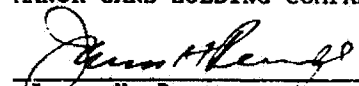
MANOR CARE, INC.


James H. Rempe,
Senior Vice President

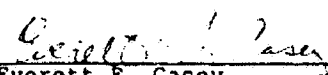
ATTEST:


Everett F. Casey,
Assistant Secretary

MANOR CARE HOLDING COMPANY


James H. Rempe,
Senior Vice President

ATTEST:


Everett F. Casey,
Assistant Secretary

MANOR CARE MERGER CORPORATION


James H. Rempe,
Senior Vice President

ATTEST:


Everett F. Casey,
Assistant Secretary

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I, Everett F. Casey, Assistant Secretary of Manor Care Merger Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such assistant secretary, that the Plan of Reorganization and Agreement of Merger (the "Agreement of Merger") to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Manor Care, Inc., a corporation of the State of Delaware was duly adopted pursuant to section 228 of Title 8 of the Delaware Code of 1953, by the unanimous written consent of the stockholder holding 100 shares of the capital stock of the corporation such 100 shares of capital stock being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholder of Manor Care Merger Corporation, and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 27th day of August, 1981.

Everett F. Casey
Assistant Secretary

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I, Everett F. Casey, Assistant Secretary of Manor Care, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such assistant secretary, that the Plan of Reorganization and Agreement of Merger (the "Agreement of Merger") to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Manor Care Merger Corporation, a corporation of the State of Delaware, was duly submitted to the stockholders of said Manor Care, Inc., at an annual meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation after at least 20 days' notice by mail as provided by section 251 of Title 8 of the Delaware Code of 1953 on the 27th day of August, 1981, for the purpose of considering and taking action upon the proposed Agreement of Merger; that 5,372,234 shares of stock of said corporation were on said date issued and outstanding having voting power; that the proposed agreement of merger was approved by the stockholders by an affirmative vote representing at least a majority of the outstanding stock of said corporation entitled to vote thereon, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said Manor Care, Inc., and the duly adopted agreement of said corporation.

WITNESS my hand on this 27th day of August, 1981.

Everett F. Casey
Assistant Secretary

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