

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MANOR CARE, INC. | | 12/22/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HCR HEALTHCARE, LLC | | |
| Street Address: | 333 North summit Street | | |
| City: | Toledo | | |
| State/Country: | OHIO | | |
| Postal Code: | 43604-2617 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 47 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0856209 | AMERICANA | |
| Serial Number: | 78804666 | ARDEN COURTS | |
| Registration Number: | 1907765 | CARELINE | |
| Registration Number: | 0914464 | MANOR CARE | |
| Registration Number: | 1668064 | THALIA | |
| Serial Number: | 77211726 | ARCADIA | |
| Registration Number: | 3026064 | BUILDING ON A TRADITION OF EXCELLENCE | |
| Serial Number: | 77211737 | CARING HEARTS CAMP | |
| Registration Number: | 2885686 | CIRCLE OF CARE | |
| Serial Number: | 76616992 | ENGAGEMENT THERAPY TREATMENT MIRRORING THE PAST, FULFILLING THE FUTURE | |
| Registration Number: | 2860093 | GUARDIAN ANGEL PROGRAM | |
| Registration Number: | 3026063 | HCR | |
| Registration Number: | 1793002 | HCR | |
| Registration Number: | 1823278 | HCR CIRCLE OF CARE HCR CIRCLE OF CARE | |

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 REEL: 003709 FRAME: 0668

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|----------------------|----------|--------------------------------|
| Registration Number: | 3110896 | HCR MANOR CARE |
| Registration Number: | 2894246 | HCR MANORCARE CIRCLE OF CARE |
| Registration Number: | 1300002 | HEARTLAND |
| Registration Number: | 3026062 | HEARTLAND |
| Serial Number: | 77211744 | HEARTLAND CARE PARTNERS |
| Serial Number: | 77212754 | HEARTLAND CARE PARTNERS |
| Serial Number: | 77212216 | HEARTLAND CARING HEARTS CAMP |
| Registration Number: | 3299315 | HEARTLAND HOSPICE HOUSE |
| Registration Number: | 2200548 | HEARTLAND INFORMATION SERVICES |
| Registration Number: | 2898658 | HEART'S DESIRE |
| Registration Number: | 2905566 | HEART'S DESIRE |
| Serial Number: | 77211682 | INTERMED |
| Serial Number: | 77211721 | INTERMED |
| Serial Number: | 77212227 | LINDEN VILLAGE |
| Serial Number: | 77211731 | MEDBRIDGE |
| Registration Number: | 3184993 | SAAFE |
| Registration Number: | 2911830 | AMERICAN WHIPLASH CENTER |
| Registration Number: | 2929990 | AMERICAN WHIPLASH CENTER |
| Registration Number: | 2848544 | SINCERUS CARE |
| Registration Number: | 2856446 | SINCERUS CARE |
| Serial Number: | 78583359 | HTPN WORK INJURY MANAGEMENT |
| Registration Number: | 3255962 | HUG FUND |
| Registration Number: | 2145784 | M |
| Registration Number: | 2144065 | M MANORCARE HEALTH SERVICES |
| Registration Number: | 3243245 | MANOR CARE |
| Registration Number: | 2141949 | MANORCARE HEALTH SERVICES |
| Registration Number: | 2145785 | MANORCARE HEALTH SERVICES |
| Registration Number: | 2992894 | MEMOREASE |
| Registration Number: | 3087992 | MEMOREASE MEMORY TRAINING |
| Registration Number: | 2141950 | |
| Registration Number: | 1985274 | SPRINGHOUSE |
| Registration Number: | 1352186 | THE WILLIAMSBURG |
| Registration Number: | 1320066 | THE WILLIAMSBURG |

CORRESPONDENCE DATA

Fax Number: (412)288-3063

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

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

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|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 304800.20058.1354 |
| NAME OF SUBMITTER: | Jody L. Burtner |
| Signature: | /Jody L. Burtner/ |
| Date: | 02/01/2008 |

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective the 22nd day of December 2007, by **Manor Care, Inc.**, a corporation organized and existing under the laws of Delaware, with a place of business at 333 N. Summit St. Toledo, Ohio 43604-2617 ("Assignor") and delivered to, and in favor of, **HCR Healthcare, LLC**, a limited liability company organized and existing under the laws of Delaware, with a place of business at 333 N. Summit St. Toledo, Ohio 43604-2617 ("Assignee").

Recitals:

WHEREAS, Assignor agreed to assign to Assignee and Assignee agreed to accept the Trademarks, Trademark Registrations and Trademark Applications set forth on Schedule A hereto (the "Marks")

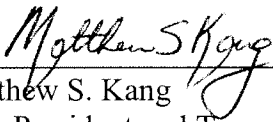
NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interest in and to the Marks, including the goodwill associated with the Marks and including all applications for registrations and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including, without limitation, common law rights pertaining thereto, to the end of the terms for which the said Marks have been or will be granted and any extensions thereof, together with all claims by Assignor for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit.
2. Assignee Acceptance. Assignee hereby accepts the foregoing assignment, transfer and conveyance of Assignor's rights, title and interest in and to the Marks.
3. Delayed Assignment. To the extent that the assignment, transfer, conveyance or delivery or attempted assignment, transfer, conveyance or delivery to Assignee of any Mark otherwise provided by this Assignment is prohibited by its terms or by any Applicable Laws or requires any governmental or any third party consent or approval, this Assignment shall not constitute an assignment, transfer, conveyance or delivery, or any attempted assignment, transfer, conveyance or delivery, thereof.
4. Documentation and Cooperation. From time to time following the execution and delivery of this Assignment, Assignor will use commercially reasonable efforts to execute and deliver such other instruments of conveyance or transfer, and take such other action as may be reasonably requested to implement more effectively the transactions contemplated by this Assignment.


5. Trademark Registration Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue registrations for trademarks to issue each and every such registration to be granted upon the Marks in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.
8. Counterparts. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment effective as of the date written above.

MANOR CARE, INC.

By: 
Matthew S. Kang
Vice President and Treasurer

HCR HEALTHCARE, LLC

By: 
Richard A. Parr II
Vice President, General Counsel, and
Secretary

SCHEDULE A**MARKS**

| COUNTRY | MARK | APPLN. OR REG. NUMBER | FILING OR REG. DATE |
|---------|--|-----------------------|---------------------|
| US | AMERICANA | 856,209 | September 3, 1968 |
| US | ARDEN COURTS | 78/804,666 | February 1, 2006 |
| US | CARELINE | 1,907,765 | July 25, 1995 |
| US | MANOR CARE | 914,464 | June 8, 1971 |
| US | THALIA | 1,668,064 | December 10, 1991 |
| US | ARCADIA | 77/211,726 | June 21, 2007 |
| US | BUILDING ON A TRADITION OF EXCELLENCE | 3,026,064 | December 13, 2005 |
| US | CARING HEARTS CAMP | 77/211,737 | June 21, 2007 |
| US | CIRCLE OF CARE | 2,885,686 | September 21, 2004 |
| US | ENGAGEMENT THERAPY TREATMENT MIRRORING THE PAST, FULFILLING THE FUTURE | 76/616,992 | October 21, 2004 |
| US | GUARDIAN ANGEL PROGRAM | 2,860,093 | July, 6, 2004 |
| US | HCR | 3,026,063 | December 13, 2005 |
| US | HCR (STYLIZED) | 1,793,002 | September 14, 1993 |
| US | HCR CIRCLE OF CARE AND DESIGN | 1,823,278 | February 22, 1994 |
| US | HCR MANOR CARE | 3,110,896 | July 4, 2006 |

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| COUNTRY | MARK | APPLN. OR REG. NUMBER | FILING OR REG. DATE |
|---------|---|-----------------------|---------------------|
| US | HCR MANORCARE CIRCLE OF CARE AND DESIGN | 2,894,246 | October 19, 2004 |
| US | HEARTLAND | 1,300,002 | October 9, 1984 |
| US | HEARTLAND AND DESIGN | 3,026,062 | December 13, 2005 |
| US | HEARTLAND CARE PARTNERS | 77/211,744 | June 21, 2007 |
| US | HEARTLAND CARE PARTNERS AND DESIGN | 77/212,754 | June 22, 2007 |
| US | HEARTLAND CARING HEARTS CAMP AND DESIGN | 77/212,216 | June 21, 2007 |
| US | HEARTLAND HOSPICE HOUSE | 3,299,315 | September 25, 2007 |
| US | HEARTLAND INFORMATION SERVICES | 2,200,548 | October 27, 1998 |
| US | HEART'S DESIRE | 2,898,658 | November 2, 2004 |
| US | HEART'S DESIRE AND DESIGN | 2,905,566 | November 30, 2004 |
| US | INTERMED | 77/211,682 | June 21, 2007 |
| US | INTERMED (STYLIZED) | 77/211,721 | June 21, 2007 |
| US | LINDEN VILLAGE | 77/212,227 | June 21, 2007 |
| US | MEDBRIDGE | 77/211,731 | June 21, 2007 |
| US | SAAFE | 3,184,993 | December 12, 2006 |
| US | AMERICAN WHIPLASH CENTER | 2,911,830 | December 14, 2004 |
| US | AMERICAN WHIPLASH CENTER AND DESIGN | 2,929,990 | March 8, 2005 |

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| COUNTRY | MARK | APPLN. OR REG. NUMBER | FILING OR REG. DATE |
|---------|--|-----------------------|---------------------|
| US | SINCERUS CARE | 2,848,544 | June 1, 2004 |
| US | SINCERUS CARE AND DESIGN | 2,856,446 | June 22, 2004 |
| US | HTPN WORK INJURY MANAGEMENT AND DESIGN | 78/583,359 | March 9, 2005 |
| US | HUG FUND AND DESIGN | 3,255,962 | June 26, 2007 |
| US | M (STYLIZED) | 2,145,784 | March 24, 1998 |
| US | M MANORCARE HEALTH SERVICES (STYLIZED) | 2,144,065 | March 17, 1998 |
| US | MANOR CARE | 3,243,245 | May 22, 2007 |
| US | MANORCARE HEALTH SERVICES | 2,141,949 | March 10, 1998 |
| US | MANORCARE HEALTH SERVICES (STYLIZED) | 2,145,785 | March 24, 1998 |
| US | MEMOREASE | 2,992,894 | September 6, 2005 |
| US | MEMOREASE MEMORY TRAINING (STYLIZED) | 3,087,992 | May 2, 2006 |
| US | MISCELLANEOUS DESIGN | 2,141,950 | March 10, 1998 |
| US | SPRINGHOUSE | 1,985,274 | July 9, 1996 |
| US | THE WILLIAMSBURG | 1,352,186 | July 30, 1985 |
| US | THE WILLIAMSBURG AND DESIGN | 1,320,066 | February 12, 1985 |

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