

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
HCR Healthcare, LLC		12/22/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2911830	AMERICAN WHIPLASH CENTER
Registration Number:	2929990	AMERICAN WHIPLASH CENTER
Registration Number:	0856209	AMERICANA
Serial Number:	77211726	ARCADIA
Serial Number:	78804666	ARDEN COURTS
Registration Number:	3026064	BUILDING ON A TRADITION OF EXCELLENCE
Serial Number:	77211737	CARING HEARTS CAMP
Registration Number:	1907765	CARELINE
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

TRADEMARK

900100495

REEL: 003730 FRAME: 0549

OP \$1215.00 2911830

Registration Number:	1823278	HCR CIRCLE OF CARE HCR CIRCLE OF CARE
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:	78583359	HTPN WORK INJURY MANAGEMENT
Registration Number:	3255962	HUG FUND
Registration Number:	1788606	IN HOME HEALTH, INC.
Serial Number:	77211682	INTERMED
Serial Number:	77212227	LINDEN VILLAGE
Registration Number:	2145784	M
Registration Number:	2144065	M MANORCARE HEALTH SERVICES
Registration Number:	0914464	MANOR CARE
Registration Number:	3243245	MANOR CARE
Registration Number:	2141949	MANORCARE HEALTH SERVICES
Registration Number:	2145785	MANORCARE HEALTH SERVICES
Serial Number:	77211731	MEDBRIDGE
Registration Number:	2992894	MEMOREASE
Registration Number:	3087992	MEMOREASE MEMORY TRAINING
Registration Number:	1903165	
Registration Number:	2141950	
Registration Number:	3184993	SAAFE
Registration Number:	2848544	SINCERUS CARE
Registration Number:	2856446	SINCERUS CARE
Registration Number:	1985274	SPRINGHOUSE
Registration Number:	1668064	THALIA
Registration Number:	1352186	THE WILLIAMSBURG
Registration Number:	1320066	THE WILLIAMSBURG

TRADEMARK

REEL: 003730 FRAME: 0550

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1363
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/03/2008

Total Attachments: 9

source=HCRHlthT#page1.tif

source=HCRHlthT#page2.tif

source=HCRHlthT#page3.tif

source=HCRHlthT#page4.tif

source=HCRHlthT#page5.tif

source=HCRHlthT#page6.tif

source=HCRHlthT#page7.tif

source=HCRHlthT#page8.tif

source=HCRHlthT#page9.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 22, 2007 is made by HCR Healthcare, LLC, a Delaware limited liability company, located at 333 N. Summit Street, Toledo, Ohio 43604 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 21, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Manor Care, Inc., a Delaware corporation ("Holdings"), the Lenders, and the Agent (in its capacity as Collateral Agent and Administrative Agent).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain entities related to the Borrower, including Holdings, have executed and delivered a Guarantee and Collateral Agreement, dated as of December 21, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 17th day of February, 2008.

HCR HEALTHCARE, LLC,
as Grantor

By: 

Name: Richard A. Parr
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the Lenders

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 24th day of February, 2008.

HCR HEALTHCARE, LLC,
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the Lenders

By: 
Name: Dawn LeeLum
Title: Executive Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
COUNTY OF) ss
)

On the 12th day of February, 2008, before me personally came Richard A. Parr who is personally known to me to be the Vice President of HCR HEALTHCARE, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



CHERYL ADAMSKI
Notary Public, State of Ohio
My Commission Expires 08-25-2008

Cheryl Adamski
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 14 day of February, 2008, before me personally came Dawn Leelum, who is personally known to me to be the Executive of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such banking association, the banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking association; and that she/he acknowledged said instrument to be the free act and deed of said banking association.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

AMERICAN WHIPLASH CENTER	76/415,972	2,911,830
AMERICAN WHIPLASH CENTER AND DESIGN	76/419,448	2,929,990
AMERICANA	72/288,738	856,209
ARCADIA	77/211,726	
ARDEN COURTS (a)	78/804,666	
BUILDING ON A TRADITION OF EXCELLENCE	76/616,993	3,026,064
CARING HEARTS CAMP	77/211,737	
CARELINE	74/553,793	1,907,765
CIRCLE OF CARE	76/460,626	2,885,686
ENGAGEMENT THERAPY TREATMENT MIRRORING THE PAST, FULFILLING THE FUTURE	76/616,992	
GUARDIAN ANGEL PROGRAM	78/207,485	2,860,093
HCR	76/616,991	3,026,063
HCR (STYLIZED)	74/321,958	1,793,002
HCR CIRCLE OF CARE HCR CIRCLE OF CARE AND DESIGN	74/321,957	1,823,278
HCR MANOR CARE	76/616,989	3,110,896
HCR MANORCARE CIRCLE OF CARE AND DESIGN	76/460,849	2,894,246
HEARTLAND	73/445,012	1,300,002
HEARTLAND AND DESIGN	76/616,990	3,026,062
HEARTLAND CARE PARTNERS	77/211,744	

HEARTLAND CARE PARTNERS AND DESIGN	77/212,754	
HEARTLAND CARING HEARTS CAMP AND DESIGN	77/212,216	
HEARTLAND HOSPICE HOUSE	78/713,615	3,299,315
HEARTLAND INFORMATION SERVICES	75/275,955	2,200,548
HEART'S DESIRE	76/460,627	2,898,658
HEART'S DESIRE AND DESIGN	76/460,625	2,905,566
HTPN WORK INJURY MANAGEMENT AND DESIGN	78/583,359	
HUG FUND AND DESIGN	78/947,033	3,255,962
IN HOME HEALTH, INC. AND DESIGN	74/271,768	1,788,606
INTERMED	77/211,682	
INTERMED (STYLIZED)	77/211,682	
LINDEN VILLAGE	77/212,227	
M (STYLIZED)	75/148,276	2,145,784
M MANORCARE HEALTH SERVICES (STYLIZED)	75/148,277	2,144,065
MANOR CARE	72/332,622	914,464
MANOR CARE	76/616,994	3,243,245
MANORCARE HEALTH SERVICES	75/143,180	2,141,949
MANORCARE HEALTH SERVICES (STYLIZED)	75/148,278	2,145,785
MEDBRIDGE	77/211,731	
MEMOREASE	76/534,972	2,992,894
MEMOREASE MEMORY TRAINING (STYLIZED)	76/534,971	3,087,992

MISCELLANEOUS DESIGN	74/475,329	1,903,165
MISCELLANEOUS DESIGN	75/143,318	2,141,950
SAAFE	78/766,971	3,184,993
SINCERUS CARE	76/415,971	2,848,544
SINCERUS CARE AND DESIGN	76/415,973	2,856,446
SPRINGHOUSE	74/646,897	1,985,274
THALIA	74/016,201	1,668,064
THE WILLIAMSBURG	73/474,718	1,352,186
THE WILLIAMSBURG AND DESIGN	73/478,217	1,320,066