

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
Benchmark Rehabilitation Partners, LLC		10/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc.		
Street Address:	500 West Monroe		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76205043	BENCHMARK	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0473		
NAME OF SUBMITTER:	Zeynep Gieseke		
Signature:	/zg/		

CH \$40.00 76205043

Date:

10/27/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of October, 2008 by BENCHMARK REHABILITATION PARTNERS, LLC, a Delaware limited liability company ("Grantor") in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Agent ("Agent") for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Upstream Rehabilitation, Inc., a Delaware corporation ("Upstream"), Physical Rehabilitation Network, a California corporation ("PRN"; and together with Upstream, "Borrowers"), Agent and Lenders are parties to a certain Credit Agreement dated as of March 31, 2004 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 31, 2004 between Borrowers and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has entered into a Counterpart thereto dated as of the date hereof;

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

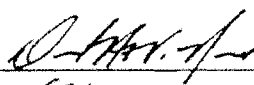
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BENCHMARK REHABILITATION PARTNERS,
LLC**

By: 
Its: COO

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC. (formerly known as
Merrill Lynch Business Financial Services Inc.), as Agent

By: _____
Its: _____

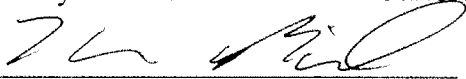
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BENCHMARK REHABILITATION PARTNERS,
LLC**

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC. (formerly known as
Merrill Lynch Business Financial Services Inc.), as Agent

By: 
Its: _____

Keith Bird
Duly Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
NONE	N/A	N/A

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
BENCHMARK	76/205,043	FEBRUARY 5, 2001