

TRADEMARK ASSIGNMENT

Electronic 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
Integra Healthcare Holdings, Ltd.		02/17/2009	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Rockwall Rehab Hospitals, Ltd.
Composed Of:	COMPOSED OF Rockwall Rehab GP, LLC, a Texas limited liability company, its general partner and Rehab Hospital Investors, L.P., a Delaware limited partnership, its limited partner
Street Address:	1100 E. Campbell
Internal Address:	Ste. 220
City:	Richardson
State/Country:	TEXAS
Postal Code:	75081
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78966077	INTEGRA HOSPITAL OF PLANO
Serial Number:	78979881	
Registration Number:	3433397	
Serial Number:	78966043	INTEGRA

CORRESPONDENCE DATA

Fax Number: (214)922-4170
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-953-0053
 Email: rcain@hallettperrin.com
 Correspondent Name: William W Meier III
 Address Line 1: 2001 Bryan St.

OP \$115.00 78966077

Address Line 2: Ste. 3900
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36252-12
NAME OF SUBMITTER:	William W. Meier, III
Signature:	/William W. Meier, III/
Date:	02/24/2009

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made and entered into as of February 17, 2009 ("*Effective Date*") by and between **INTEGRA HEALTHCARE HOLDINGS, LTD.**, a Texas limited partnership, with its principal office at 2301 Marsh Lane, Plano, Texas ("*Assignor*") and **ROCKWALL REHAB HOSPITALS, LTD.**, a Texas limited partnership, with its principal office at 1100 E. Campbell Rd., Suite 2200, Richardson, Texas 75081 ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 20, 2009 (the "*Purchase Agreement*"), by and among Integra Hospital Plano, L.L.C., a Texas limited liability company, Integra Hospital Baton Rouge, L.L.C., a Louisiana limited liability company, Integra Hospital Management, L.L.C., a Texas limited liability company, Integra Healthcare Holdings, Ltd., a Texas limited partnership, and Rockwall Rehab Hospitals, Ltd., a Texas limited partnership;

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A attached hereto, which have been filed with the United States Patent and Trademark Office (the "*Marks*"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, unfair competition, dilution, or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies, to record Assignee as the assignee and owner of the Marks.

Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation of any application for registration or any application for renewal of a registration

covering the Marks; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, at Assignee's expense, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) at Assignee's expense, in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation of this Assignment.

This Assignment may be signed in multiple counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

[signature page follows]

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

INEGTRA HEALTHCARE HOLDINGS, LTD.

By: Integra Healthcare GP, L.L.C.
Its: General Partner

By: [Signature]
Name: Bruce Buchanan
Title: Chief Restructuring Officer

ASSIGNEE:

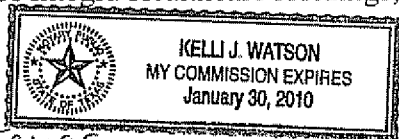
ROCKWALL REHAB HOSPITALS, LTD.

By: Rockwall Rehab GP, L.L.C.
Its: General Partner

By: [Signature]
Name: Mark W. Kennedy
Title: President

STATE OF Texas) SS.
COUNTY OF Dallas

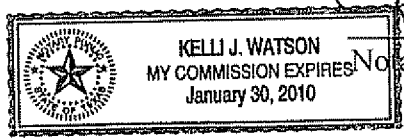
On this ____ day of February, 2009, there appeared before me Bruce Buchanan personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Integra Healthcare GP, L.L.C., the general partner of Integra Healthcare Holdings, Ltd.



[Signature]
Notary Public

STATE OF Texas) SS.
COUNTY OF Dallas

On this ____ day of February, 2009, there appeared before me Mark W. Kennedy personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Rockwall Rehab GP, L.L.C., the general partner of Rockwall Rehab Hospitals, Ltd.



[Signature]
Notary Public

#301051v2/36252-12

SCHEDULE A

**Integra Healthcare Holdings, Ltd.
U.S. Trademarks**


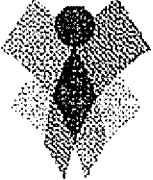
<u>Trademark</u>	<u>Status Class(es)</u>	<u>Serial Number/Date</u>	<u>Registration Number/Date</u>
INTEGRA HOSPITALS OF PLANO LOGO DESIGN 	Class 44	78/966077 September 1, 2006	
HUMAN FIGURE LOGO DESIGN 	Class 44	78/979881 September 1, 2006	3433397 May 20, 2008
INTEGRA WORD MARK	Class 35 Class 44	78/966043 September 1, 2006	

Exhibit A