

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE BUSINESS FINANCIAL SERVICES INC.	FORMERLY Successor to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.	09/01/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	GMAC COMMERCIAL FINANCE LLC		
Street Address:	2711 North Haskell Avenue		
Internal Address:	Suite 650		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3295969	BENCHMARK	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-758-1500		
Email:	docketingtrademarks@pattonboggs.com		
Correspondent Name:	PATTON BOGGS LLP		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75021		
ATTORNEY DOCKET NUMBER:	023129.0120		
NAME OF SUBMITTER:	Theresa Cope		

OP \$40.00 3295969

900143463

TRADEMARK
REEL: 004063 FRAME: 0696

Signature:	/Theresa Cope/
Date:	09/17/2009
Total Attachments: 5 source=GMAC-Upstream Trademark Security Agreement Assignment#page1.tif source=GMAC-Upstream Trademark Security Agreement Assignment#page2.tif source=GMAC-Upstream Trademark Security Agreement Assignment#page3.tif source=GMAC-Upstream Trademark Security Agreement Assignment#page4.tif source=GMAC-Upstream Trademark Security Agreement Assignment#page5.tif	

TRADEMARK SECURITY AGREEMENT ASSIGNMENT

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of September 1, 2009 ("Effective Date"), is entered into by and between GE Business Financial Services Inc. ("Assignor") and GMAC Commercial Finance LLC ("Assignee"). Capitalized terms used herein but not defined herein have the definitions assigned to them in the Trademark Security Agreement (defined below).

WHEREAS, Assignor, as administrative agent for certain lenders (the "Lenders"), the Lenders, Upstream Rehabilitation Inc. ("Upstream") and Upstream West Inc. ("UWI") (Upstream and UWI each as a "Borrower") are parties to that certain Credit Agreement, dated as of March 31, 2004 (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Credit Agreement");

WHEREAS, Benchmark Rehabilitation Partners, LLC ("Benchmark") and Assignor are parties to that certain Trademark Security Agreement, dated as of October 15, 2008 and recorded on October 27, 2008 at Reel 3877, Frame 0534 of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Trademark Security Agreement"), pursuant to which Benchmark has granted to Assignor, for the benefit of the Lenders, a security interest in the Trademark Collateral;

WHEREAS, Assignor is resigning as administrative agent under the Credit Agreement and Assignee is named as successor agent thereunder;

WHEREAS, Assignor desires to assign and transfer to Assignee all of its security interest in the Trademark Collateral; and

WHEREAS, Assignee has agreed to accept and assume from Assignor all security interests in and to the Trademark Collateral, for the benefit of itself and the other Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly, Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Assignor's security interest throughout the world in and to the Trademark Collateral, including, but not limited to, those items identified on Schedule A hereto. This assignment is made without recourse, representations or warranties of any kind.
2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal, invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and be enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Each of the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

GE BUSINESS FINANCIAL SERVICES INC.

By: 
Name: Keith Bird
Title: Duly Authorized Signatory

ASSIGNEE:

GMAC COMMERCIAL FINANCE LLC

By: _____
Name: _____
Title: _____

The undersigned hereby consents to the above and foregoing Assignment.

BENCHMARK REHABILITATION PARTNERS, LLC

By: Upstream Rehabilitation Inc.
Its: Manager

By: _____
Name: _____
Title: _____

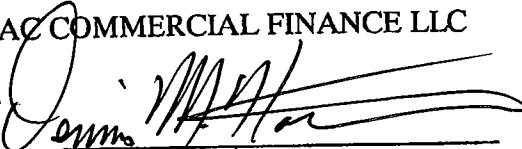
ASSIGNOR:

GE BUSINESS FINANCIAL SERVICES INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

GMAC COMMERCIAL FINANCE LLC

By:  _____
Name: Dennis M. Hansen
Title: Director

The undersigned hereby consents to the above and foregoing Assignment.

BENCHMARK REHABILITATION PARTNERS, LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

GE BUSINESS FINANCIAL SERVICES INC.

By: _____
Name: _____
Title: _____

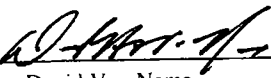
ASSIGNEE:

GMAC COMMERCIAL FINANCE LLC

By: _____
Name: _____
Title: _____

The undersigned hereby consents to the above and foregoing Assignment.

BENCHMARK REHABILITATION PARTNERS, LLC

By: 
Name: David Van Name
Title: Chief Executive Officer

Schedule A

TRADEMARK REGISTRATIONS

Trademark Description
BENCHMARK

U.S. Registration No.
3,295,969

Date Registered
September 25, 2007