

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY INTEREST										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr><tr><td>BENCHMARK REHABILITATION PARTNERS, LLC</td><td></td><td>09/01/2009</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name	Formerly	Execution Date	Entity Type	BENCHMARK REHABILITATION PARTNERS, LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE			
Name	Formerly	Execution Date	Entity Type								
BENCHMARK REHABILITATION PARTNERS, LLC		09/01/2009	LIMITED LIABILITY COMPANY: DELAWARE								
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											
<table border="1"><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr><tr><td>Registration Number:</td><td>3295969</td><td>BENCHMARK</td></tr></table>	Property Type	Number	Word Mark	Registration Number:	3295969	BENCHMARK					
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										
Signature:	/Theresa Cope/										

OP \$40.00 3295969

900143469

TRADEMARK
REEL: 004063 FRAME: 0760

Date:

09/17/2009

Total Attachments: 5

source=GMAC-Upstream Amended Trademark Security Agreement#page1.tif

source=GMAC-Upstream Amended Trademark Security Agreement#page2.tif

source=GMAC-Upstream Amended Trademark Security Agreement#page3.tif

source=GMAC-Upstream Amended Trademark Security Agreement#page4.tif

source=GMAC-Upstream Amended Trademark Security Agreement#page5.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of September 1, 2009 by BENCHMARK REHABILITATION PARTNERS, LLC, a Delaware limited liability company ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, in its capacity as agent for the lenders ("Lenders") party to the Credit Agreement (defined below) ("Grantee").

WITNESSETH

WHEREAS, Grantor and GE Business Financial Services Inc. (successor to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as agent (in such capacity, "Original Agent") for the lenders under that certain Credit Agreement dated as of March 31, 2004 among Upstream Rehabilitation Inc. ("Borrower"), Upstream West Inc., Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as agent, and the lenders party thereto (as amended to date, the "Existing Credit Agreement"), entered into that certain Trademark Security Agreement dated as of October 15, 2008 and recorded on October 27, 2008 at Reel 003877, Frame 0534 of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Existing Trademark Security Agreement");

WHEREAS, pursuant to that certain Trademark Security Agreement Assignment dated as of the date hereof, Original Agent assigned to Grantee, as successor agent under the Existing Credit Agreement, all of Original Agent's right, title, and interest in and to the Existing Trademark Security Agreement, including without limitation Original Agent's security interest in the Trademark Collateral (as defined in the Existing Trademark Security Agreement);

WHEREAS, Borrower, Grantee and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), which is an amendment, modification and restatement, but not an extinguishment or novation, of the Existing Credit Agreement;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of the date hereof between Borrower and its direct and indirect subsidiaries, on the one hand, and Grantee, on the other hand ("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 and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, it is a condition precedent to the availability of the loans and other financial accommodations under the Credit Agreement that Grantor shall have agreed to amend and restate the Existing Trademark Security Agreement and grant a continuing lien on the Trademark Collateral (as hereinafter defined) to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

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 (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Existing Trademark Security Agreement and 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 A 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.

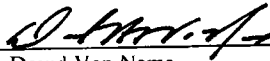
3. Amendment, Restatement, Renewal, and Extension. This Agreement constitutes an amendment, modification, and restatement, but not an extinguishment or novation, of the terms and provisions of the Existing Trademark Security Agreement. The security interests granted in the Trademark Collateral to Grantee by Grantor are given in renewal, extension, and modification of the security interests previously granted in the Trademark Collateral to Original Agent by Grantor pursuant to the Existing Trademark Security Agreement; such existing security interests in the Trademark Collateral are not extinguished hereby; and the making, perfection, and priority of such existing security interests in the Trademark Collateral shall continue in full force and effect. With respect to matters relating to the period from the execution date of the Existing Trademark Security Agreement to the date of this Agreement, all of the provisions of the Existing Trademark Security Agreement, as amended hereby, are hereby ratified and confirmed, and shall remain in full force and effect. The Existing Trademark Security Agreement, as amended and modified by the provisions of this Agreement, as of the date hereof, shall be construed as one agreement, and is hereby ratified and confirmed in all respects.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

GRANTOR:

**BENCHMARK REHABILITATION
PARTNERS, LLC**

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

GRANTEE:

GMAC COMMERCIAL FINANCE LLC,
as Agent

By: _____
Name: _____
Title: _____

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

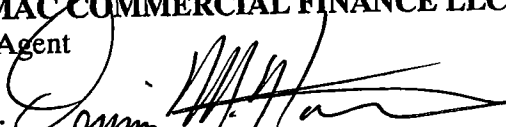
GRANTOR:

**BENCHMARK REHABILITATION
PARTNERS, LLC**

By: _____
Name: _____
Title: _____

GRANTEE:

GMAC COMMERCIAL FINANCE LLC,
as Agent

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

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
BENCHMARK	3,295,969	September 25, 2007

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None	N/A	N/A