

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKILLED HEALTHCARE, LLC		04/09/2010	LIMITED LIABILITY COMPANY: DELAWARE
HALLMARK REHABILITATION GP, LLC		04/09/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3506047	PULMONARY ADVANTAGE	
Registration Number:	3450606	RENEW	
Registration Number:	3217884	TOPAZ	
Registration Number:	3217885	STIMULATING HEALTH THROUGH HEALING	
Registration Number:	3233027		
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		

OP \$140.00 3506047

900162779

TRADEMARK
 REEL: 004210 FRAME: 0838

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 35739

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 05/21/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2010 (this "Agreement"), among SKILLED HEALTHCARE, LLC, HALLMARK REHABILITATION GP, LLC (collectively, the "Subsidiary Grantors") and CREDIT SUISSE AG, as Administrative Agent (the "Administrative Agent").

Reference is made to the Amended and Restated First Lien Security Agreement dated as of June 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Skilled Healthcare Group, Inc., as borrower (the "Borrower"), the subsidiaries party thereto (including the Subsidiary Grantors) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Third Amended and Restated Credit Agreement dated as of April 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Subsidiary Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Beneficiaries, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Grantor or in which such Subsidiary Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

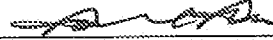
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SKILLED HEALTHCARE, LLC

HALLMARK REHABILITATION GP,
LLC,

by



Name: Roland R. Rapp

Title: Secretary and Chief

Administrative Officer of each of the
entities listed above

CREDIT SUISSE AG, Cayman Islands
Branch, as
Administrative Agent,

by

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SKILLED HEALTHCARE, LLC

HALLMARK REHABILITATION GP,
LLC,

by

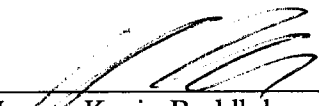
Name: Roland R. Rapp
Title: Secretary and Chief
Administrative Officer of each of the
entities listed above

CREDIT SUISSE AG, Cayman Islands
Branch, as
Administrative Agent,

by



Name: Karim Blasetti
Title: Vice President



Name: Kevin Buddhew
Title: Associate

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Skilled Healthcare, LLC	Service Mark Principal Register: "Pulmonary Advantage" (the mark consists of standard characters without claim to any particular font, style, size, or color).	3506047	9/23/08
Skilled Healthcare, LLC	Service Mark Principal Register: "Renew" (the mark consists of the word "Renew" in stylized form).	3450606	6/17/08
Hallmark Rehabilitation GP, LLC	Service Mark Principal Register: "Topaz" (the mark consists of standard characters without claim to any particular font, style, size, or color.)	3217884	3/13/07
Hallmark Rehabilitation GP, LLC	Service Mark Principal Register: "Stimulating Health Through Healing" (the mark consists of standard characters without claim to any particular font, style, size, or color).	3217885	3/13/07
Hallmark Rehabilitation GP, LLC	Service Mark Principal Register	3233027	4/24/07

II. Trademark Applications

None.

III. Trademark Licenses

None.

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