

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
SelectMark, Inc.		10/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	1111 Fannin Street		
Internal Address:	10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85122809	GIVING PEOPLE THEIR LIVES BACK	
Serial Number:	85121577	REGENCY HOSPITAL COMPANY	
Serial Number:	85121858	RHC REGENCY HOSPITAL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	609890-005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 85122809

900178723

TRADEMARK
REEL: 004433 FRAME: 0421

Signature:	/jep/
Date:	12/14/2010
Total Attachments: 6 source=12-14-10 SelectMark-TM#page1.tif source=12-14-10 SelectMark-TM#page2.tif source=12-14-10 SelectMark-TM#page3.tif source=12-14-10 SelectMark-TM#page4.tif source=12-14-10 SelectMark-TM#page5.tif source=12-14-10 SelectMark-TM#page6.tif	

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of October 27, 2010, by SELECT MEDICAL HOLDINGS CORPORATION ("Holdings"), SELECT MEDICAL CORPORATION (the "Borrower") and SELECTMARK, INC. (together with Holdings and the Borrower, "Pledgors") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are parties to a Security Agreement, dated as of February 24, 2005 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, the Pledgors have applied for additional Trademarks set forth on Schedule 1 attached hereto in connection with Intensiva Healthcare Corporation's acquisition of the stock of Regency Hospital Company, L.L.C.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree as follows

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgors:

(a) Trademarks of the Pledgors listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgors have caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**SELECT MEDICAL HOLDINGS
CORPORATION**

By: Michael E. Tarvin
Name: Michael E. Tarvin
Title: Executive Vice President

SELECT MEDICAL CORPORATION

By: Michael E. Tarvin
Name: Michael E. Tarvin
Title: Executive Vice President

SELECTMARK, INC.

By: Karen Severino
Name: Karen Severino
Title: Secretary



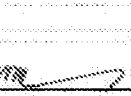
Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name:

Title:


  
Dawn Lee Lum
Executive Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK U.S. SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

None.

Trademark Applications:

REGISTERED OWNER	NAME	REGISTRATION NUMBER	DATE FILED
SelectMark, Inc.	GIVING PEOPLE THEIR LIVES BACK	Not yet assigned. Serial # 85122809	9/3/2010
SelectMark, Inc.	REGENCY HOSPITAL COMPANY	Not yet assigned. Serial # 85121577	9/2/2010
SelectMark, Inc.		Not yet assigned. Serial # 85121858	9/2/2010