

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accelerated Rehabilitation Centers, Ltd.		12/30/2010	Professional Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2756791	ACCELERATED HEALTH SYSTEMS	
Registration Number:	1993941	ACCELERATED REHABILITATION CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	214338-17		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>Signature:</b>	/Kristin Brozovic/		

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**TRADEMARK**  
 REEL: 004442 FRAME: 0801

Date:

12/30/2010

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 30<sup>th</sup> day of December, 2010 by ACCELERATED REHABILITATION CENTERS, LTD., an Illinois professional corporation ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

### W I T N E S S E T H

WHEREAS, Accelerated Health Systems, LLC, an Illinois limited liability company and an Affiliate of Grantor ("**Borrower**"), the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all 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 Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

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 Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral 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 Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following Collateral (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 such Trademark;  
and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

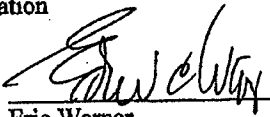
4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

5. Interpretation. To the extent there is any conflict between the provisions of this Agreement and the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

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

**ACCELERATED REHABILITATION  
CENTERS, LTD.**, an Illinois professional  
corporation


By:   
Name: Eric Warner  
Title: Chief Executive Officer

Trademark Security Agreement (ARC)

**TRADEMARK**  
**REEL: 004442 FRAME: 0805**


Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Faraaz Kamran  
Title: Director

**Schedule A**

**Trademark Registrations**

Registrant	Trademark	Jurisdiction	Registration Number	Registration Date	Status
ACCELERATED REHABILITATION CENTERS, LTD. 205 W. WACKER DRIVE SUITE 820 CHICAGO, ILLINOIS 60606	ACCELERATED HEALTH SYSTEMS	U.S. Federal	2756791	26-AUG-2003	REGISTERED
ACCELERATED REHABILITATION CENTERS, LTD. 205 W. WACKER DRIVE SUITE 820 CHICAGO, ILLINOIS 60606	ACCELERATED REHABILITATION CENTERS  	U.S. Federal	1993941	13-AUG-1996	REGISTERED

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