

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
GGNSC Administrative Services LLC		03/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	3 World Financial Center		
Internal Address:	200 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3410956	GOLDEN VENTURES	
Registration Number:	3415032	REHABPERSPECTIVES	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045777-0006		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$65.00 3410956

900188040

TRADEMARK
 REEL: 004512 FRAME: 0552

Signature:	/s/ Angela M. Amaru
Date:	03/31/2011
Total Attachments: 10 source=Golden Living TSA#page1.tif source=Golden Living TSA#page2.tif source=Golden Living TSA#page3.tif source=Golden Living TSA#page4.tif source=Golden Living TSA#page5.tif source=Golden Living TSA#page6.tif source=Golden Living TSA#page7.tif source=Golden Living TSA#page8.tif source=Golden Living TSA#page9.tif source=Golden Living TSA#page10.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 14, 2011 (this "**Agreement**"), among GGNSC Administrative Services LLC, Golden Gate National Senior Care LLC and Golden Gate Ancillary LLC (each, a "**Grantor**" and together, the "**Grantors**") and Royal Bank of Canada, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of March 14, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Golden Gate National Senior Care LLC, a Delaware limited liability company ("**OpCo**"), Golden Gate Ancillary LLC, a Delaware limited liability company ("**AncillaryCo**"), GGNSC Administrative Services LLC, a Delaware limited liability company ("**AdministrativeCo**" and, together with OpCo and AncillaryCo, the "**Borrowers**"), GGNSC Holdings LLC, a Delaware limited liability company ("**Holdings**"), the Subsidiaries of the Borrowers from time to time party thereto and Royal Bank of Canada, as collateral agent for the Secured Parties and (b) the Credit Agreement dated as of March 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Royal Bank of Canada, as administrative agent (in such capacity, the "**Administrative Agent**") and as Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is 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. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, 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 Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (a) all domestic and foreign 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 (other than any “intent to use” application until a verified statement of use or an amendment to alleged use is filed with respect to such application, solely to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein would impair the validity or enforceability or any registration that issues from such intent-to-use application under applicable federal law), (a) 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 successor office) or any similar offices in any State of the United States or any other country or group of countries or any political subdivision thereof, and all extensions or renewals thereof, including those United States registrations and applications listed on Schedule I (the “*Trademarks*”);

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


(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

[Remainder of this page intentionally left blank]


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

GGNSC ADMINISTRATIVE SERVICES LLC

By: 
Name: **Nicholas R. Finn**
Title:

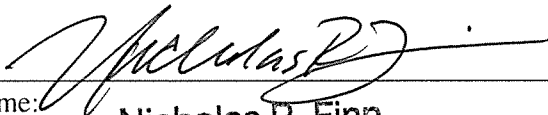
Vice President

**GOLDEN GATE NATIONAL SENIOR CARE
LLC**

By: 
Name: **Nicholas R. Finn**
Title:

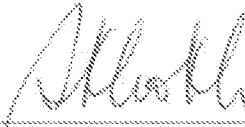
Vice President

GOLDEN GATE ANCILLARY LLC

By: 
Name: **Nicholas R. Finn**
Title:

Vice President

ROYAL BANK OF CANADA
as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency


SCHEDULE I



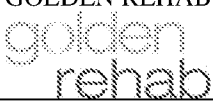

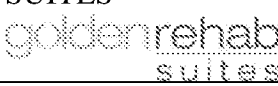
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

GGNSC Administrative Services LLC

Trademark/ Image	Application Number	Application Date	Registration Number	Registration Date
GOLDEN VENTURES	78955683	8/18/2006	3410956	4/8/2008
REHABPERSPECTIVES	77022236	10/16/2006	3415032	4/22/2008




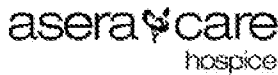


Golden Gate National Senior Care LLC







Trademark/ Image	Application Number	Application Date	Registration Number	Registration Date
ALZHEIMER'S CARE BY GOLDEN LIVING	78956944	2006-08-21	3407305	2008-04-01
EXPERIENCE THE GOLDEN DIFFERENCE	77656730	2009-01-26	3755933	2010-03-02
GOLDEN CLINICAL RX SERVICES	85139790	2010-09-28	---	---
GOLDEN CLINICAL SERVICES	78956842	2006-08-21	3400124	2008-03-18
GOLDEN GRADS	77713197	2009-04-14	3877616	2010-11-16
GOLDEN INNOVATIONS	78956186	2006-08-21	3478300	2008-07-29
GOLDEN LIVING	78955680	2006-08-18	3459733	2008-07-01
GOLDEN LIVING 	77887419	2009-12-07	3784813	2010-05-04




GOLDEN LIVING CENTERS	78956839	2006-08-21	3407304	2008-04-01
GOLDEN LIVING CENTERS 	77887411	2009-12-07	3799530	2010-06-08
GOLDEN LIVING COMMUNITIES	78956836	2006-08-21	3416222	2008-04-22
GOLDEN LIVING COMMUNITIES 	77887424	2009-12-07	3866670	2010-10-26
GOLDEN LIVING PASSPORT	77871558	2009-11-12	---	---
GOLDEN REHAB 	77829729	2009-09-18	3784191	2010-05-04
GOLDEN REHAB	77829715	2009-09-18	3784189	2010-05-04
GOLDEN REHAB SUITES 	85108246	2010-08-16	---	---
GOLDEN REHAB SUITES	77626780	2008-12-04	3877466	2010-11-16
GOLDENREHAB SUITES 	85108257	2010-08-16	---	---
THE GOLDEN DIFFERENCE	77626806	2008-12-04	3755865	2010-03-02
WINGS FOR LOVE	77629417	2008-12-09	3791007	2010-05-18

Golden Gate Ancillary LLC

Trademark/ Image	Application Number	Application Date	Registration Number	Registration Date
360 HEALTHCARE STAFFING	77516177	2008-07-07	3761667	2010-03-16
AEDON	78598163	2005-03-30	3238135	2007-05-01
AEDON HOMECARE	76450639	2002-09-18	2948957	2005-05-10
AEDON STAFFING 	78956190	2006-08-21	3400118	2008-03-18
AEDON STAFFING	76447743	2002-09-09	2952410	2005-05-17
AEGIS ACUTE REHAB 	78957758	2006-08-22	3400131	2008-03-18
AEGIS ACUTE REHAB	78957755	2006-08-22	3400130	2008-03-18
AEGIS AT HOME 	77205323	2007-06-13	3558324	2009-01-06
AEGIS AT HOME	77170634	2007-05-02	3558272	2009-01-06
AEGIS THERAPIES 	78957744	2006-08-22	3400129	2008-03-18
AEGIS THERAPIES	78957720	2006-08-22	3400128	2008-03-18
AEGIS THERAPIES 	78520300	2004-11-19	3049860	2006-01-24

AEGIS THERAPIES STRENGTH IN REHABILITATION 	76217856	2001-03-01	2916563	2005-01-04
ASERA CARE 	78411223	2004-04-30	3184456	2006-12-12
ASERA CARE HOME HEALTH 	85075688	2010-07-01	3919660	2011-02-15
ASERA CARE HOME HEALTH ASERA CARE HOME HEALTH	78958939	2006-08-23	3455821	2008-06-24
ASERA CARE HOME HEALTH	78957788	2006-08-22	3393508	2008-03-04
ASERA CARE HOSPICE 	78957833	2006-08-22	3393511	2008-03-04
ASERA CARE HOSPICE	78957767	2006-08-22	3393507	2008-03-04
ASERACARE	78411165	2004-04-30	3022055	2005-11-29
CERELEAN 	78956187	2006-08-21	3410957	2008-04-08
CERES	76395410	2002-04-08	2734217	2003-07-08
CERES PURCHASING SOLUTIONS 	78957835	2006-08-22	3396497	2008-03-11
CERES PURCHASING SOLUTIONS	78957826	2006-08-22	3393510	2008-03-04
CERES STRATEGIES	78098386	2001-12-14	2748809	2003-08-05

DESIGN ONLY 	78957844	2006-08-22	3396498	2008-03-11
DESIGN ONLY 	78957792	2006-08-22	3393509	2008-03-04
DESIGN ONLY 	77007939	2006-09-26	3398989	2008-03-18
DESIGN ONLY 	78512470	2004-11-05	3151939	2006-10-03
DESIGN ONLY 	78411326	2004-04-30	3169463	2006-11-07
DESIGN ONLY 	78411163	2004-04-30	3022054	2005-11-29
ENERG BY AEGIS	77814768	2009-08-28	---	---
ENERG BY AEGIS THERAPIES	77814766	2009-08-28	---	---
ESPECIALLY YOURS CATERING AND EVENTS	77044637	2006-11-15	3399068	2008-03-18
ORTHOPEDIC CENTER OF EXCELLENCE Orthopedic Center of Excellence	77389650	2008-02-06	3625387	2009-05-26
S.T.E.P.S. S.T.E.P.S.	77845337	2009-10-09	---	---
STANDING TALL EDUCATION PROGRAM AND SERVICES	77845360	2009-10-09	---	---
VIZIA DESIGN	78957841	2006-08-22	3464563	2008-07-08

				
VIZIA DESIGN 	78957847	2006-08-22	3410958	2008-04-08
VIZIA HEALTHCARE DESIGN GROUP	78343521	2003-12-19	3163428	2006-10-24
VIZIA HEEALTHCARE DESIGN GROUP 	78339213	2003-12-11	3163419	2006-10-24