

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEHMAN COMMERCIAL PAPER INC.		04/07/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BEVERLY ENTERPRISES, INC.		
Street Address:	1000 BEVERLY WAY		
City:	FORT SMITH		
State/Country:	ARKANSAS		
Postal Code:	72919		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	76450640	AEDON HOSPICE	
Serial Number:	78428662	AFFIRMACARE	
Registration Number:	2388256	BEVERLY	
Registration Number:	2358277	BEVERLY CARE ALLIANCE	
Registration Number:	2358276	BEVERLY CARE ALLIANCE	
Serial Number:	78461683		
Serial Number:	78461698	BEVERLY CATERING & EVENTS	
Registration Number:	1448983	BEVERLY ENTERPRISES	
Registration Number:	2358275	BEVERLY ENTERPRISES	
Serial Number:	78428702	BEVERLY ENTERPRISES	
Registration Number:	2570330	BEVERLY ENTERPRISES	
Registration Number:	2352493	BEVERLY HEALTHCARE	
Serial Number:	78428677	BEVERLY HEALTHCARE	
Registration Number:	2352492	BEVERLY HEALTHCARE	

TRADEMARK

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REEL: 004519 FRAME: 0520

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Registration Number:	2352494	BEVERLY HOME CARE
Registration Number:	2530128	BEVERLY HOME CARE
Registration Number:	2281811	BEVERLY LIFEFIT
Registration Number:	2352496	BEVERLY REHABILITATION
Registration Number:	2352495	BEVERLY REHABILITATION
Registration Number:	2459755	BEVERLY THANKSGIVING TREE
Serial Number:	78411345	CERES PURCHASING SOLUTIONS
Serial Number:	76466980	COUNTRY LIVING AT ITS BEST!
Serial Number:	78411221	
Registration Number:	2352491	
Registration Number:	1431574	
Serial Number:	76513764	
Serial Number:	76467908	
Serial Number:	76447742	
Registration Number:	2010117	H P C
Registration Number:	1970872	DOCTOR'S URGENT CARE CENTRE
Serial Number:	78464566	FAMILY-CENTERED HOSPICE
Serial Number:	76447741	LARES CARE RESOURCE
Serial Number:	76434083	LIFEHANDS CARE RESOURCE
Registration Number:	2455369	THANKSGIVING TREE
Registration Number:	2345002	YOUR PATHWAY HOME

CORRESPONDENCE DATA

Fax Number: (650)838-5109

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Gloria Jung

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37342/2
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	04/11/2011

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**DECLARATION OF TERMINATION OF
INTELLECTUAL PROPERTY SECURITY INTEREST**

The undersigned, Beverly Enterprises, Inc., a Delaware corporation ("**Beverly**") having offices at 1000 Beverly Way, Fort Smith, Arkansas USA 72919, does hereby certify that:

1. Beverly entered into a Credit Agreement dated as of October 22, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with several banks and other financial institutions from time to time parties thereto (the "**Lenders**"), Lehman Brothers Inc., as sole lead arranger, Bank of Montreal and General Electric Capital Corporation, as syndication agents and co-arrangers, Merrill Lynch Capital and Wells Fargo Foothill, Inc., as documentation agents, and Lehman Commercial Paper Inc., as administrative agent for the Lenders thereunder (in such capacity, the "**Administrative Agent**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below).
2. In connection with the Credit Agreement, Beverly and certain of its subsidiaries executed and delivered a certain Guarantee and Collateral Agreement dated, as of October 22, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Guarantee and Collateral Agreement**").
3. Pursuant to the terms of the Guarantee and Collateral Agreement, Beverly pledged and granted the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties referred to therein a continuing interest in all Intellectual Property, including the Trademarks, and executed that certain (i) Grant of Security Interest in Trademark Rights Agreement, dated as of October 22, 2003 (the "**IP Security Agreement**") and (ii) Grant of Security Interest in Trademark Rights Agreement, dated as of November 2, 2004 (the "**IP Security Supplement**") for recording with the United States Patent and Trademark Office.
4. The IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 2, 2003 at Reel 002756 and Frame 0396, and the IP Security Supplement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 2, 2005 at Reel 003020 and Frame 0299.
5. In accordance with the terms of the Payoff Letter dated as of March 15, 2006 from the Administrative Agent to Beverly, attached hereto as Exhibit A, all security interests and other liens granted to or held by the Administrative Agent for the benefit of the Secured Parties as security for the indebtedness of Beverly (whether or not under the Loan Documents referred to in the Credit Agreement, and whether or not any other obligations of any other person are also secured thereby) have

been forever satisfied, released and discharged, including the Administrative Agent's security interest in the trademark registrations and applications set forth on Schedule A hereto.

6. Beverly hereby respectfully requests that the Commissioner of Trademarks and any other applicable government officer record this Declaration of Termination of Intellectual Property Security Interest.

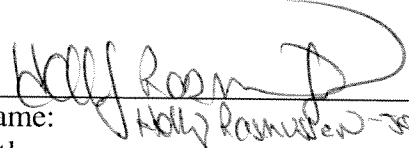
Respectfully submitted and executed on April 7th, 2011.

Beverly Enterprises, Inc.

By:

Name:

Title:


Holly Rasmussen-Jones
Secretary

Schedule A

<u>Trademarks</u>	<u>Registration or Serial Number</u>
AEDON HOSPICE	76/450,640
AFFIRMACARE	78/428,662
BEVERLY (Stylized)	2,388,256
BEVERLY CARE ALLIANCE (Word & Design)	2,358,277
BEVERLY CARE ALLIANCE (Stylized)	2,358,276
BEVERLY CATERING & EVENTS (Design)	78/461,683
BEVERLY CATERING & EVENTS (Word & Design)	78/461,698
BEVERLY ENTERPRISES (Word & Design)	1,448,983
BEVERLY ENTERPRISES (Word & Design)	2,358,275
BEVERLY ENTERPRISES (Stylized)	78/428,702
BEVERLY ENTERPRISES (Stylized)	2,570,330
BEVERLY HEALTHCARE (Word & Design)	2,352,493
BEVERLY HEALTHCARE (Word & Stylized)	78/428,677
BEVERLY HEALTHCARE (Stylized)	2,352,492
BEVERLY HOME CARE (Word & Design)	2,352,494
BEVERLY HOME CARE (Stylized)	2,530,128
BEVERLY LIFEFIT	2,281,811
BEVERLY REHABILITATION (Word & Design)	2,352,496
BEVERLY REHABILITATION (Stylized)	2,352,495
BEVERLY THANKSGIVING TREE	2,459,755
CERES PURCHASING SOLUTIONS (Word & Design)	78/411,345
COUNTRY LIVING AT ITS BEST!	76/466,980
DESIGN ONLY	78/411,221
DESIGN ONLY	2,352,491
DESIGN ONLY	1,431,574
DESIGN ONLY	76/513,764
DESIGN ONLY	76/467,908
DESIGN ONLY	76/447,742
DESIGN ONLY	2,010,117
DOCTOR'S URGENT CARE CENTRE (Stylized)	1,970,872
FAMILY-CENTERED HOSPICE	78/464,566
LARES CARE RESOURCES (Stylized)	76/447,741
LIFEHANDS CARE RESOURCES	76/434,083
THANKSGIVING TREE	2,455,369
YOUR PATHWAY HOME (Stylized)	2,345,002

Exhibit A

(see attached)

March 15, 2006

Beverly Enterprises, Inc.
1000 Beverly Way
Fort Smith, Arkansas 72919

Attention: Treasurer

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement dated as of October 22, 2003 (as heretofore amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). among Beverly Enterprises, Inc. (the "Borrower"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), Lehman Brothers Inc., as sole lead arranger, Bank of Montreal and General Electric Capital Corporation, as syndication agents and co-arrangers, Merrill Lynch Capital and Wells Fargo Foothill, Inc., as documentation agents, and Lehman Commercial Paper Inc., as administrative agent for the Lenders thereunder (in such capacity, the "Administrative Agent"). All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

This letter confirms that, if paid by wire transfer (together with notification to the Administrative Agent of the applicable federal funds wire reference number) of freely and immediately available funds to:

Lehman Commercial Paper Inc. Bank Loans Agency
Citibank ABA # 021000089
Account # 30434141
Reference: BEVERLY ENTERPRISES INC.
Attention: LCPI BANK LOAN AGENCY

(the "Agent Account"), and received at the Agent Account by 2:00 p.m., New York City time, on March 15, 2006, the amount necessary to pay principal, interest and fees owing by the Borrower to the Administrative Agent and the Lenders under the Credit Agreement in the aggregate amount of \$ 132,526,418.16 (as described in more detail on Schedule 1 hereto, the "Payoff Amount") will have been paid.

This letter confirms that upon, and effective as of, the time of receipt by the Administrative Agent of the Payoff Amount in the manner described above (such time being referred to as the "Effective Time"):

(1) all indebtedness of the Borrower for credit extended under the Credit Agreement shall be fully paid and discharged;

(2) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Credit Agreement shall be terminated;

(3) all security interests and other liens granted to or held by the Administrative Agent for the benefit of the Lenders as security for such indebtedness (whether or not under the Loan Documents referred to in the Credit Agreement, and whether or not any other obligations of any other person are also secured thereby) shall be forever satisfied, released and discharged;

(4) all other obligations of the Borrower and the other Loan Parties under the Credit Agreement or any such Loan Documents shall be released and discharged, except only those that are specified in the Credit Agreement or any of the other Loan Documents as surviving that respective agreement's termination, which shall, as so specified, survive without prejudice and remain in full force and effect; and

(5) all Loan Documents shall terminate and have no further force or effect, except only those provisions that are specified in the Credit Agreement or any of such other Loan Documents as surviving that respective agreement's termination or the repayment of the loans and all other amounts payable under the Credit Agreement or any of such other Loan Documents. Such provisions shall, in each case, survive without prejudice and remain in full force and effect.

The Administrative Agent will deliver to the Borrower executed cancellation of security deed and such other instruments of release and discharge pertaining to the security interests and liens described in clause (3) above of the Administrative Agent in any of the property, real or personal, of the Borrower or any other Loan Parties as the Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens. In addition, the Administrative Agent hereby authorizes the Borrower and its designees, from and after the Effective Time, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect of public record, the release and discharge of such security interests and liens. The Administrative Agent will, from and after the Effective Time, deliver such other termination statements or documents as the Borrower may from time to time reasonably request, including without limitation, any stock certificates and promissory notes held by the Administrative Agent, to effectuate, or reflect of public record, the release and discharge of such security interests and liens. All of the foregoing shall be at the expense of the Borrower, with no liability to the Administrative Agent or any Lender, and with no representation or warranty by or recourse to the Administrative Agent or any Lender.

This letter agreement shall become effective only when signed by the Administrative Agent and accepted by the Borrower in the space provided below. Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof. This letter agreement shall become null and void if for any reason the Effective Time does not occur on or prior to March 15, 2006.

Payoff Amount

Outstanding Principal, Interest and Fees on March 15, 2006

Loan Facility:

Outstanding Principal:	\$ 131,962,500.00
Accrued Interest:	\$ 395,362.26
Accrued Commitment Fees:	\$ 117,187.50
Accrued Miscellaneous Fees and Expenses	\$ 12,000.00

<i>Estimated Breakage Costs:</i>	\$ 0
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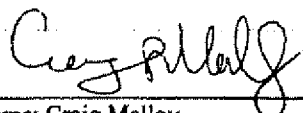
<i>Legal/Professional Fees:</i>	\$ 39,368.40
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<i>Payoff Amount:</i>	<u>\$ 132,526,418.16</u>
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THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


Very truly yours,

LEHMAN COMMERCIAL PAPER INC., as Administrative Agent

By: 
Name: Craig Malloy
Title: Authorized Signatory

Accepted and Agreed to:

BEVERLY ENTERPRISES, INC.

By: 
Name:
Title