

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
HCR Healthcare, LLC		04/06/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	712 Main Street
Internal Address:	Floor 7 North
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	2911830	AMERICAN WHIPLASH CENTER
Registration Number:	2929990	AMERICAN WHIPLASH CENTER
Registration Number:	3571183	ARCADIA
Registration Number:	3334641	ARDEN COURTS
Registration Number:	3613386	ARDEN COURTS
Registration Number:	3797279	A PROVEN LEADER
Registration Number:	3918780	A PROVEN LEADER IN RETURNING PATIENTS HOME
Registration Number:	3026064	BUILDING ON A TRADITION OF EXCELLENCE
Registration Number:	1907765	CARELINE
Registration Number:	3470600	CARING HEARTS CAMP
Registration Number:	3918778	CHOOSE A PROVEN LEADER
Registration Number:	2885686	CIRCLE OF CARE
		ENGAGEMENT THERAPY TREATMENT MIRRORING THE TRADEMARK

OP \$1440.00 2911830

Registration Number:	3499454	PAST, FULFILLING THE FUTURE
Registration Number:	2860093	GUARDIAN ANGEL PROGRAM
Registration Number:	3026063	HCR
Registration Number:	1793002	HCR
Registration Number:	1823278	HCR CIRCLE OF CARE HCR CIRCLE OF CARE
Registration Number:	3110896	HCR MANOR CARE
Registration Number:	3603831	HCR MANORCARE
Registration Number:	2894246	HCR MANORCARE CIRCLE OF CARE
Registration Number:	1300002	HEARTLAND
Registration Number:	3026062	HEARTLAND
Registration Number:	3709181	HEARTLAND CARE PARTNERS
Registration Number:	3709182	HEARTLAND CARE PARTNERS
Registration Number:	3470607	HEARTLAND CARING HEARTS CAMP
Registration Number:	3603830	HEARTLAND ENRICHING LIFE.
Registration Number:	3299315	HEARTLAND HOSPICE HOUSE
Registration Number:	2200548	HEARTLAND INFORMATION SERVICES
Registration Number:	2898658	HEART'S DESIRE
Registration Number:	2905566	HEART'S DESIRE
Registration Number:	3432683	HTPN WORK INJURY MANAGEMENT
Registration Number:	3255962	HUG FUND
Registration Number:	1788606	IN HOME HEALTH, INC.
Registration Number:	3571185	LINDEN VILLAGE
Registration Number:	2145784	M
Registration Number:	2144065	M MANORCARE HEALTH SERVICES
Registration Number:	0914464	MANOR CARE
Registration Number:	3243245	MANOR CARE
Registration Number:	3603832	MANORCARE
Registration Number:	2141949	MANORCARE HEALTH SERVICES
Registration Number:	2145785	MANORCARE HEALTH SERVICES
Registration Number:	3460734	MEDBRIDGE
Registration Number:	2992894	MEMOREASE
Registration Number:	3087992	MEMOREASE MEMORY TRAINING
Registration Number:	3885115	MILESTONE HEALTHCARE
Registration Number:	1903165	
Registration Number:	2141950	

	3184993	SAAFE
Registration Number:	1985274	SPRINGHOUSE
Registration Number:	3613385	SPRINGHOUSE
Registration Number:	1668064	THALIA
Registration Number:	3874972	THE PARC
Registration Number:	3874971	THE PARC
Registration Number:	1352186	THE WILLIAMSBURG
Registration Number:	1320066	THE WILLIAMSBURG
Registration Number:	3918779	YOUR BEST WAY HOME IS THROUGH OUR DOORS
Serial Number:	77868155	

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 251-5194
Email: jnull@stblaw.com
Correspondent Name: Keren Siman-Tov
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1363
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	04/13/2011

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of April 6th, 2011 is made by HCR Healthcare, LLC, a Delaware limited liability company, located at 333 N. Summit Street, Toledo, Ohio 43604 (the “Grantor” or the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association (“JPM”), located at 712 Main Street, Floor 7 North, Houston, Texas 77002, as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of April 6th, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Manor Care, Inc., a Delaware corporation (the “Company”), the Borrower, the Lenders, JPM, as administrative agent, and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 6th, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (as defined in the Guarantee and Collateral Agreement); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HCR HEALTHCARE, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Richard A. Poir II
Title: Vice president

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

By: 
Name: **Dawn LeeLum**
Title: **Executive Director**

SCHEDULE A

U.S. Trademark Registrations and Applications

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS	FILING DATE	REGISTRATION DATE
AMERICAN WHIPLASH CENTER	US	76/415,972	2,911,830	REGISTERED	06/06/2002	12/14/2004
AMERICAN WHIPLASH CENTER AND DESIGN	US	76/419,448	2,929,990	REGISTERED	06/11/2002	03/08/2005
ARCADIA	US	77/211,726	3,571,183	REGISTERED	06/20/2007	02/10/2009
ARDEN COURTS	US	78/804,666	3,334,641	REGISTERED	02/01/2006	11/13/2007
ARDEN COURTS AND DESIGN	US	77/364,683	3,613,386	REGISTERED	01/04/2008	04/28/2009
A PROVEN LEADER	US	77/730,645	3,797,279	REGISTERED	05/06/2009	06/01/2010
A PROVEN LEADER IN RETURNING PATIENTS HOME	US	77/922,415	3,918,780	REGISTERED	01/28/2010	02/15/2011
BUILDING ON A TRADITION OF EXCELLENCE	US	76/616,993	3,026,064	REGISTERED	10/21/2004	12/13/2005
CARELINE	US	74/553,793	1,907,765	REGISTERED	07/26/1994	07/25/1995
CARING HEARTS CAMP	US	77/211,737	3,470,600	REGISTERED	06/21/2007	07/22/2008
CHOOSE A PROVEN LEADER	US	77/922,403	3,918,778	REGISTERED	01/28/2010	02/15/2011
CIRCLE OF CARE	US	76/460,626	2,885,686	REGISTERED	10/22/2002	09/21/2004
ENGAGEMENT THERAPY TREATMENT MIRRORING THE PAST, FULFILLING THE FUTURE	US	76/616,992	3,499,454	REGISTERED	10/21/2004	09/09/2008
GUARDIAN ANGEL PROGRAM	US	78/207,485	2,860,093	REGISTERED	01/27/2003	07/06/2004
HCR	US	76/616,991	3,026,063	REGISTERED	10/21/2004	12/13/2005
HCR (STYLIZED)	US	74/321,958	1,793,002	REGISTERED	10/09/1992	09/14/1993
HCR CIRCLE OF CARE HCR CIRCLE OF CARE AND DESIGN	US	74/321,957	1,823,278	REGISTERED	10/09/1992	02/22/1994
HCR MANOR CARE	US	76/616,989	3,110,896	REGISTERED	10/21/2004	07/04/2006
HCR MANORCARE AND DESIGN	US	77/364,275	3,603,831	REGISTERED	01/04/2008	04/07/2009
HCR MANORCARE CIRCLE OF CARE AND DESIGN	US	76/460,849	2,894,246	REGISTERED	10/22/2002	10/19/2004
HEARTLAND	US	73/445,012	1,300,002	REGISTERED	09/23/1983	10/09/1984

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS	FILING DATE	REGISTRATION DATE
HEARTLAND AND DESIGN	US	76/616,990	3,026,062	REGISTERED	10/21/2004	12/13/2005
HEARTLAND CARE PARTNERS	US	77/211,744	3,709,181	REGISTERED	06/20/2007	11/10/2009
HEARTLAND CARE PARTNERS AND DESIGN	US	77/212,754	3,709,182	REGISTERED	06/22/2007	11/10/2009
HEARTLAND CARING HEARTS CAMP AND DESIGN	US	77/212,216	3,470,607	REGISTERED	06/21/2007	07/22/2008
HEARTLAND ENRICHING LIFE	US	77/364,671	3,603,830	REGISTERED	01/04/2008	04/07/2009
HEARTLAND HOSPICE HOUSE	US	78/713,615	3,299,315	REGISTERED	09/15/2005	09/25/2007
HEARTLAND INFORMATION SERVICES	US	75/275,955	2,200,548	REGISTERED	04/16/1997	10/27/1998
HEART'S DESIRE	US	76/460,627	2,898,658	REGISTERED	10/22/2002	11/02/2004
HEART'S DESIRE AND DESIGN	US	76/460,625	2,905,566	REGISTERED	10/22/2002	11/30/2004
HTPN WORK INJURY MANAGEMENT AND DESIGN	US	78/583,359	3,432,683	REGISTERED	03/09/2005	05/20/2008
HUG FUND AND DESIGN	US	78/947,033	3,255,962	REGISTERED	08/08/2006	06/26/2007
IN HOME HEALTH, INC. AND DESIGN	US	74/271,768	1,788,606	REGISTERED	05/04/1992	08/17/1993
LINDEN VILLAGE	US	77/212,227	3,571,185	REGISTERED	06/21/2007	02/10/2009
M (STYLIZED)	US	75/148,276	2,145,784	REGISTERED	08/12/1996	03/24/1998
M MANORCARE HEALTH SERVICES (STYLIZED)	US	75/148,277	2,144,065	REGISTERED	08/12/1996	03/17/1998
MANOR CARE	US	72/332,622	914,464	REGISTERED	07/15/1969	06/08/1971
MANOR CARE	US	76/616,994	3,243,245	REGISTERED	10/21/2004	05/22/2007
MANORCARE AND DESIGN	US	77/364,677	3,603,832	REGISTERED	01/04/2008	04/07/2009
MANORCARE HEALTH SERVICES	US	75/143,180	2,141,949	REGISTERED	08/01/1996	03/10/1998
MANORCARE HEALTH SERVICES (STYLIZED)	US	75/148,278	2,145,785	REGISTERED	08/12/1996	03/24/1998
MEDBRIDGE	US	77/211,731	3,460,734	REGISTERED	06/20/2007	07/08/2008
MEMOREASE	US	76/534,972	2,992,894	REGISTERED	08/06/2003	09/06/2005
MEMOREASE MEMORY TRAINING (STYLIZED)	US	76/534,971	3,087,992	REGISTERED	08/06/2003	05/02/2006
MILESTONE HEALTHCARE	US	77/881,954	3,885,115	REGISTERED	11/30/2009	12/07/2010

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS	FILING DATE	REGISTRATION DATE
MISCELLANEOUS DESIGN	US	74/475,329	1,903,165	REGISTERED	01/03/1994	07/04/1995
MISCELLANEOUS DESIGN	US	75/143,318	2,141,950	REGISTERED	07/31/1996	03/10/1998
MISCELLANEOUS DESIGN	US	77/868,155	N/A	PENDING	11/09/2009	N/A
SAAFE	US	78/766,971	3,184,993	REGISTERED	12/05/2005	12/12/2006
SPRINGHOUSE	US	74/646,897	1,985,274	REGISTERED	03/15/1995	07/09/1996
SPRINGHOUSE AND DESIGN	US	77/364,682	3,613,385	REGISTERED	01/04/2008	04/28/2009
THALIA	US	74/016,201	1,668,064	REGISTERED	01/04/1990	12/10/1991
THE PARC	US	77/967,207	3,874,972	REGISTERED	03/24/2010	11/09/2010
THE PARC AND DESIGN	US	77/967,200	3,874,971	REGISTERED	03/24/2010	11/09/2010
THE WILLIAMSBURG	US	73/474,718	1,352,186	REGISTERED	04/10/1984	07/30/1985
THE WILLIAMSBURG AND DESIGN	US	73/478,217	1,320,066	REGISTERED	04/30/1984	02/12/1985
YOUR BEST WAY HOME IS THROUGH OUR DOORS	US	77/922,409	3,918,779	REGISTERED	01/28/2010	02/15/2011

Licenses in U.S. Trademarks and Trademark Applications

None.