

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		10/26/2010	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2863158	AUTOAMBULATOR
Registration Number:	1673777	"GETTING PEOPLE BACK... TO WORK...TO PLAY...TO LIVING"
Registration Number:	2122268	H
Registration Number:	2317650	H
Registration Number:	2144242	HEALTHSOUTH
Registration Number:	2249329	HEALTHSOUTH
Registration Number:	1802066	SPORTS MEDICINE UPDATE
Registration Number:	1669840	WORKSTART

CORRESPONDENCE DATA

Fax Number: (404)881-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-881-7000
 Email: barbara.yates@alston.com

OP \$215.00 2863158

Correspondent Name: Laura Kees
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	04/22/2011

Total Attachments: 5
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment of Security Interest") is executed as of October 26, 2010 by JPMORGAN CHASE BANK, N.A., as Collateral Agent under the below-described 2006 Collateral and Guarantee Agreement (in such capacity, "Assignor"), in favor of BARCLAYS BANK PLC, as Collateral Agent under the below-described Amended and Restated Collateral and Guarantee Agreement (in such capacity, "Assignee").

WHEREAS, HEALTHSOUTH CORPORATION, a Delaware corporation (the "Borrower"), is party to that certain 2006 Collateral and Guarantee Agreement dated as of March 10, 2006 (the "2006 Collateral and Guarantee Agreement"), among the Borrower, the Subsidiaries (as defined therein) of the Borrower party thereto and the Assignor;

WHEREAS, the Borrower is party to that certain Amended and Restated Collateral and Guarantee Agreement dated as of October 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated Collateral and Guarantee Agreement"), among the Borrower, the Subsidiaries (as defined therein) of the Borrower party thereto and the Assignee;

WHEREAS, the Borrower owns the trademarks listed on Exhibit A attached hereto (the "Trademarks") and has granted a security interest in all of its right, title and interest in and to the Trademarks to the Assignor as set forth in the 2006 Collateral and Guarantee Agreement;

WHEREAS, pursuant to the Amended and Restated Collateral and Guarantee Agreement, the Borrower has granted a security interest in all of its right, title and interest in and to the Trademarks to the Assignee;

WHEREAS, pursuant to the Amendment Agreement dated as of October 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Amendment Agreement"), among the Borrower, the Assignor, the Assignee and the lenders party thereto, all security interests granted by the Borrower in the Trademarks to the Assignor have been assigned by the Assignor to the Assignee; and

WHEREAS, pursuant to the Amendment Agreement, this Assignment of Security Interest is entered into for purposes of evidencing the assignment of Assignor's security interest in the Trademarks to the Assignee in a form suitable for recordation in the United States Patent and Trademark Office (the "USPTO");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Amended and Restated Collateral and Guarantee Agreement or incorporated therein by reference.

2. Assignment. The Assignor hereby assigns to the Assignee, its successors and assigns, the Assignor's entire security interest granted by the Borrower in, to and under all of the Borrower's right, title and interest in and to the Trademarks, whether now owned or hereafter acquired, and whether now existing or hereafter coming into existence. This assignment shall be made without representation or warranty by, or recourse to, the Assignor.

3. Governing Law; Jurisdiction; Etc. and Waiver of Jury Trial. Sections 7.09 and 7.10 of the Amended and Restated Collateral and Guarantee Agreement are deemed incorporated herein, as if fully set forth herein.

4. Counterparts. This Assignment of Security Interest may be executed originally and delivered by facsimile or other means of electronic transmission and in any number of counterparts, all of which, taken together shall constitute one and the same instrument and any of the parties hereto may execute this Assignment of Security Interest by signing any such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest in Trademarks to be duly executed by its duly authorized officer or representative as of the day and year first above written.

JPMorgan Chase Bank, N.A., as Collateral Agent and Assignor

By: [Signature]
Name: Dawn L. LeeLum
Title: Executive Director

STATE OF New York)
New York COUNTY)

Dawn LeeLum, known to me to be the Executive Director of JPMorgan Chase Bank, N.A., personally came before me this ____ day of October 2010, and executed or acknowledged to me that s/he executed the foregoing Assignment of Security Interest in Trademarks on behalf of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent, and pursuant to authority duly received.

(SEAL)

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01A08078643 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2014

[Signature]
Notary Public, State of New York
My Commission Expires: New York

Barclays Bank PLC, as Collateral Agent and Assignee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest to be duly executed by its duly authorized officer or representative as of the day and year first above written.

JPMorgan Chase Bank, N.A. as Collateral Agent and as Assignor

By: _____
Name:
Title:

STATE OF NEW YORK)
QUEEN'S COUNTY)

DIANE ROLFE, known to me to be the DIRECTOR of JPMorgan Chase Bank, N.A., personally came before me this 21 day of October 2010, and executed or acknowledged to me that s/he executed the foregoing Assignment of Security Interest in Trademarks on behalf of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent, and pursuant to authority duly received.

(SEAL)

TONI BRAGA
Notary Public State of New York
Qualified in Queens County
01886116475
My Commission Expires: Comm. Exp 10/04/2012

Barclays Bank PLC, as Collateral Agent and as Assignee

By: DIANE ROLFE
Name: DIANE ROLFE
Title: DIRECTOR

Schedule A to Assignment of Security Interests in Trademarks

Trademark	Reg. No. / (App. No.)	Registration Date / (Filing Date)	Owner	Comments
AUTOAMBULATOR	2863158 (76/265165)	7/13/2004 (6/1/2001)	HealthSouth Corporation	Registered
GETTING PEOPLE BACK....TO WORK...TO PLAY...TO LIVING	1673777 (74/121884)	1/28/1992 (12/10/1990)	HealthSouth Corporation	Registered
H	2122268 (75/082580)	12/16/1997 (4/21/1998)	HealthSouth Corporation	Registered
H Design	2317650 (75/381511)	2/15/2000 (10/29/1997)	HealthSouth Corporation	Registered
HEALTHSOUTH	2144242 (75/191760)	3/17/1998 (10/30/1998)	HealthSouth Corporation	Registered
HEALTHSOUTH	2249329 (75/439720)	8/1/1999 (2/24/1998)	HealthSouth Corporation	Registered
SPORTS MEDICINE UPDATE	1802066 (74/316266)	11/2/1993 (9/22/1992)	HealthSouth Corporation	Registered
WORKSTART	1669840 (74/122190)	12/24/1991 (12/10/1990)	HealthSouth Corporation	Registered