

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, NA, as Collateral Agent		06/01/2011	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Kindred Healthcare, Inc.
<b>Street Address:</b>	680 South Fourth Street
<b>City:</b>	Louisville
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40202
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2934790	ANGEL CARE
Registration Number:	2680685	
Registration Number:	2660452	KINDRED HEALTHCARE
Registration Number:	1523865	HO HO HOTLINE
Registration Number:	1599033	VENCOR
Registration Number:	2660453	KINDRED
Registration Number:	1465236	PROTOUCH
Registration Number:	2061953	REFLECTIONS
Registration Number:	2660454	KINDRED
Registration Number:	3097988	COLORSCAPES
Registration Number:	3103729	
Registration Number:	3097987	PASSAGES
Registration Number:	3881334	CAMP 4 AN ALZHEIMER'S CURE
Registration Number:	3607363	DEDICATED TO HOPE, HEALING AND RECOVERY

**TRADEMARK**

**900193305**

**REEL: 004552 FRAME: 0271**

**OP \$415.00 2934790**

Registration Number:	3515154	VISTA
Registration Number:	3038352	PEOPLEFIRST REHABILITATION

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3303  
Email: Michael.Violet@wolterskluwer.com  
Correspondent Name: Michael Violet  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Corporation  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	06/01/2011

Total Attachments: 5  
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of June 1, 2011 and granted by JPMorgan Chase Bank, in its capacity as Collateral Agent (in such capacity, the “Agent”) pursuant to: (i) the Amended and Restated Guarantee and Security Agreement dated as of June 28, 2004 among Kindred Healthcare, Inc. (the “Borrower”), the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, as Collateral agent for the Secured Parties referred to therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2004 Security Agreement”), (ii) certain other Collateral Documents (as defined in the Credit Agreement), including the Trademark Security Agreement dated as of June 28, 2004 among the Borrower, each of its subsidiaries party thereto (each a “Lien Grantor”), and the Agent, and the Trademark Security Agreement dated as of April 29, 2005 among the Borrower, as Lien Grantor, and the Agent (as each may be amended, amended and restated, supplemented or otherwise modified from time to time, collectively the “2004 Collateral Documents”), (iii) the Second Amended and Restated Guarantee and Security Agreement dated as of July 18, 2007 among the Borrower, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (as amended and/or supplemented from time to time, the “2007 Security Agreement”), and (iv) certain other Collateral Documents (as defined in the Credit Agreement), including the Trademark Security Agreement dated as of July 18, 2007 among the Borrower and the Agent, (the “2007 Collateral Documents” and together with the 2004 Security Agreement, the 2004 Collateral Documents and the 2007 Security Agreement, the “Security Agreements”), in favor of the Lien Grantors. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

**WHEREAS**, pursuant to the terms and conditions of the Security Agreements, each Lien Grantor granted to the Agent a continuing lien on and security interest in and to all of its personal property, including all right, title and interest in, to and under all its trademarks and trademark applications, including, but not limited to, the Trademarks set forth on Schedule I hereto and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”);

**WHEREAS** pursuant to the Security Agreements security interests in the Trademark Collateral have been recorded with the Assignment Division of the U.S. Patent and Trademark Office on August 13, 1998 at Reel 1773 and Frame 0638; September 29, 1999 at Reel 1968 and Frame 0028; September 29, 1999 at Reel 1962 and Frame 0158; September 29, 1999 at Reel 1968 and Frame 0040; May 27, 2005 at Reel 3093 and Frame 0575; March 30, 2006 at Reel 3279 and Frame 0486; March 30, 2006 at Reel 3366 and Frame 0470; August 3, 2007 at Reel 3594 and Frame 0631; September 11, 2007 at Reel 3618 and Frame 0872; November 4, 2009 at Reel 4090 and Frame 0935; and March 30, 2006 at Reel 3279 and Frame 0468 (collectively, the “Records”); and

**WHEREAS**, the Lien Grantors have paid all of their outstanding indebtedness under the Credit Agreement which is secured by the Security Agreements and have requested that the Collateral Agent release its liens on and security interests in the Copyright Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, re-pledges, reassigns and releases to the Lien Grantors any and all liens and security interests it has against the Trademark Collateral, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Lien Grantor. Agent acknowledges and agrees that the Security Agreements have been terminated. The parties hereto hereby authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral.

The Agent hereby represents and warrants that it has (i) full authority to execute and deliver this Release and (ii) it has made no filings with any governmental authority with respect to the Trademark Collateral other than the Records.

This Release shall be binding upon the Agent's representatives, successors, assigns and transferees. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interests contemplated hereby. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, the Agent will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMorgan Chase Bank, *N.A.*  
as Agent

By:   
Name: Dawn Lee Lum  
Title: Executive Director

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

**Kindred**

OWNER	REGISTRATION NUMBER	TRADEMARK
Kindred Healthcare, Inc.	2,934,790	ANGEL CARE
Kindred Healthcare, Inc.	2,680,685	Design of a Stylized Rendition of a Person
Kindred Healthcare, Inc.	2,660,452	KINDRED HEALTHCARE
Vencor, Inc. (Assignee) (n/k/a Kindred Healthcare, Inc)	1,523,865	HO HO HOTLINE
Kindred Healthcare, Inc.	1,599,033	VENCOR
Kindred Healthcare, Inc.	2,660,453	KINDRED plus design
Vencor, Inc. (Assignee) (n/k/a Kindred Healthcare, Inc)	1,465,236	PROTOUCH
Kindred Healthcare, Inc.	2,061,953	REFLECTIONS
Kindred Healthcare, Inc.	2,660, 454	KINDRED
Kindred Healthcare, Inc.	3,097,988	COLORSCAPES
Kindred Healthcare, Inc.	3,103,729	Design of the Colorscapes Circle Logo
Kindred Healthcare, Inc.	3,097,987	PASSAGES
Kindred Healthcare, Inc.	3,881,334	CAMP 4 AN ALZHEIMER'S CURE
Kindred Healthcare, Inc.	3,607,363	DEDICATED TO HOPE, HEALING AND RECOVERY
Kindred Healthcare, Inc. (assignee)	3,515,154	VISTA

[Trademark Release]

Kindred Healthcare, 3,038,352  
Inc.

PEOPLE FIRST  
REHABILITATION plus  
design