

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
SERC REHABILITATION PARTNERS, LLC		07/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY COMMERCIAL FINANCE LLC		
Street Address:	1185 Avenue of the Americas		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2292507	SERC	
Registration Number:	3504998	RETURNING PATIENTS TO THE SPEED OF LIFE	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Aaron Pickell		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023129.0120		
NAME OF SUBMITTER:	Aaron Pickell		

TRADEMARK

Signature:	/Aaron Pickell/
Date:	07/30/2012
Total Attachments: 4 source=023129.0120_TM_agreement#page1.tif source=023129.0120_TM_agreement#page2.tif source=023129.0120_TM_agreement#page3.tif source=023129.0120_TM_agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of July 17, 2012, is entered into by and between SERC REHABILITATION PARTNERS, LLC, a Delaware limited liability company ("Grantor") and ALLY COMMERCIAL FINANCE LLC (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company ("Grantee").

WHEREAS, pursuant to that certain Joinder Agreement, dated as of May 31, 2012 (the "Joinder Agreement"), Grantor is a New Credit Party to that certain Amended and Restated Credit Agreement, dated as of September 1, 2009 (the "Credit Agreement");

WHEREAS, pursuant to the Joinder Agreement, Grantor is required to execute this Agreement for the benefit of Grantee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. In consideration of moneys paid and the rights and benefits received by Grantor directly or indirectly, Grantor hereby grants to Grantee, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

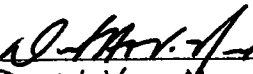
- a. all of its trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, "Trademarks") and Trademark intellectual property licenses to which it is a party including those Trademarks referred to on Schedule A;
- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and
- c. all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license.

2. General. If any provision of this Agreement or the grant of any interest is held to be illegal, invalid or unenforceable, such provision or grant of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Each of the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

GRANTOR:

SERC REHABILITATION PARTNERS, LLC

By: 
Name: David Van Name
Title: Chief Executive Officer

GRANTEE:

ALLY COMMERCIAL FINANCE LLC

By: _____
Name: _____
Title: _____

Each of the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

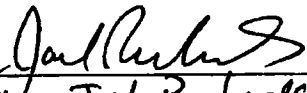
GRANTOR:

SERC REHABILITATION PARTNERS, LLC

By: _____
Name: _____
Title: _____

GRANTEE:

ALLY COMMERCIAL FINANCE LLC

By:  _____
Name: Joel Richards
Title: Managing Director

Schedule A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SERC	2,292,507	November 16, 1999
RETURNING PATIENTS TO THE SPEED OF LIFE	3,504,998	September 23, 2008