

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, AS COLLATERAL AGENT		12/03/2012	BANK: SWITZERLAND

RECEIVING PARTY DATA

Name:	SUN HEALTHCARE GROUP, INC.
Street Address:	18831 VON KARMAN, SUITE 400
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	CORPORATION: DELAWARE

Name:	SUNMARK OF NEW MEXICO, INC
Street Address:	101 SUN AVE. NE
City:	ALBUQUERQUE
State/Country:	NEW MEXICO
Postal Code:	87109
Entity Type:	CORPORATION: NEW MEXICO

Name:	CAREERSTAFF UNLIMITED, INC.
Street Address:	8615 FREEPORT PKWY, SUITE 225
City:	IRVING
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	CORPORATION: DELAWARE

Name:	SUNBRIDGE HEALTHCARE CORPORATION
Street Address:	18831 VON KARMAN, SUITE 400
City:	IRVINE
State/Country:	CALIFORNIA

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Postal Code:	92612
Entity Type:	CORPORATION: NEW MEXICO

Name:	SOLAMOR HOSPICE CORPORATION
Street Address:	1405 W. CENTER ST., SUITE 205
City:	GREENWOOD
State/Country:	ARKANSAS
Postal Code:	72936
Entity Type:	CORPORATION: OKLAHOMA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3690404	
Registration Number:	2003994	SUNDANCE
Registration Number:	3579297	SUNBRIDGE
Registration Number:	3644828	CARING IS THE KEY IN LIFE
Registration Number:	2175242	CAREERSTAFF UNLIMITED
Registration Number:	3545505	REHAB RECOVERY SUITES
Registration Number:	2202082	SUNBRIDGE
Registration Number:	3418932	SOLAMOR
Registration Number:	3418934	SOL AMOR HOSPICE

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 301-638-0511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle  
 Address Line 2: attn: Penelope J.A. Agodoa  
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	38267
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/03/2012

Total Attachments: 6

**TRADEMARK**  
**REEL: 004911 FRAME: 0576**

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**RELEASE OF TRADEMARK SECURITY INTEREST**

THIS RELEASE OF TRADEMARK SECURITY INTEREST dated as of December 3, 2012 (this "**Release**") is made by Credit Suisse AG, as Collateral Agent (the "**Collateral Agent**") acting for the benefit of the Secured Parties. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Existing Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to the Credit Agreement, dated as of October 18, 2010, as amended as of December 13, 2011 (as further amended, supplemented or otherwise modified through the date hereof, the "**Existing Credit Agreement**"), among Sun Healthcare Group, Inc., a Delaware corporation (formerly known as SHG Services, Inc.) (the "**Borrower**"), the Lenders from time to time party thereto, and Credit Suisse AG, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent.

B. Reference is made to the Guarantee and Collateral Agreement, dated as of October 18, 2010, as supplemented by Supplement No. 1 dated as of March 4, 2011 (as further amended, supplemented or otherwise modified through the date hereof, the "**Security Agreement**"), among the Borrower, the Guarantors from time to time party thereto and the Collateral Agent. Pursuant to the Security Agreement, the Borrower, CareerStaff Unlimited, Inc., a Delaware corporation ("**CareerStaff**"), Sunmark of New Mexico, Inc., a New Mexico corporation ("**Sunmark**"), SunBridge Healthcare Corporation, a New Mexico corporation ("**SunBridge**") and SolAmor Hospice Corporation, an Oklahoma corporation ("**SolAmor**" and, together with the Borrower, CareerStaff, Sunmark and SunBridge, the "**Trademark Grantors**"), entered into a Trademark Security Agreement dated as of October 18, 2010 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Trademark Security Agreement**"), pursuant to which the Trademark Grantors granted a security interest to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, in, among other things, all right, title and interest of the Trademark Grantors in or to any and (a) all of the Trademarks, including, without limitation, the trademarks set forth on Schedule I hereto, (b) all goodwill associated with or symbolized by the Trademarks, and (c) all assets, rights and interest that uniquely reflect or embody the Trademarks (the "**Trademark Collateral**"), which security interest was recorded with the United States Patent & Trademark Office as of November 19, 2010 at Reel/Frame 4419/0028 (as amended and recorded as of January 5, 2011 at Reel/Frame 4447/0616).

C. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Existing Credit Agreement, and the release of security interests under the Loan Documents, the Trademark Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral granted under the Trademark Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases all right, title and interest (including, without limitation, security interests) of the Collateral Agent and the Secured Parties in and to the Trademark Collateral. The Collateral Agent hereby assigns, transfers and sets over to the applicable Trademark Grantors all right, title and interest that the Collateral Agent and the Secured Parties may have in or to the Trademark Collateral under the Security Agreement and the Trademark Security Agreement, together with the goodwill of the business symbolized by such Trademark Collateral.

The Collateral Agent agrees to perform all further acts and execute and deliver, at the Borrower's expense, all further documents and/or instruments that may be necessary to carry out the provisions of this Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, the Collateral Agent will execute and deliver, at the Borrower's expense, a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. Any execution and delivery of documents or instruments, including this Release, shall be without recourse to or warranty by the Collateral Agent.

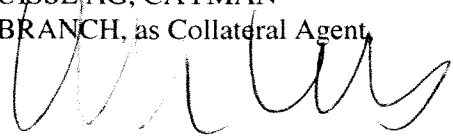
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by



Name: ROBERT HETU  
Title: MANAGING DIRECTOR

by



Name: Rahul Parmar  
Title: Associate

**Schedule I**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Sunmark of New Mexico, Inc.	Design used by Sun Healthcare Group, Inc.	3690404	9/29/2016
	SunDance	2003994	10/01/2016
	SunBridge	3579297	02/24/2015
	Caring is the Key in Life	3644828	6/23/2015
CareerStaff Unlimited, Inc.	CareerStaff Unlimited	2175242	07/21/2018
SunBridge Healthcare Corporation	Rehab Recovery Suites	3545505	12/09/2014
	SunBridge	2202082	11/03/2018
SolAmor Hospice Corporation	SolAmor	3418932	04/29/2014
	Design used by SolAmor	3418934	04/29/2014

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