

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
SunMark of New Mexico, Inc.		12/03/2012	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as administrative agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3690404		
Registration Number:	3644828	CARING IS THE KEY IN LIFE	
Registration Number:	3579297	SUNBRIDGE	
Registration Number:	2202082	SUNBRIDGE	
Registration Number:	2003994	SUNDANCE	
Registration Number:	3938341	SUNSOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		

OP \$165.00 3690404

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 88650.163

NAME OF SUBMITTER: Valerie Brennan

Signature: /vb/

Date: 12/04/2012

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 3, 2012, made by the entities listed on the signature pages hereto (the “Grantors”), in favor of General Electric Capital Corporation, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Amended and Restated Security, Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security, Guarantee and Collateral Agreement”), among FC-GEN OPERATIONS INVESTMENT, LLC, GEN OPERATIONS I, LLC, GEN OPERATIONS II, LLC, GENESIS HEALTHCARE LLC, SUN HEALTHCARE GROUP, INC. and the entities party thereto listed on Annex A thereto, in favor of the Administrative Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.4 of the ABL Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

Accordingly, each Grantor and the Administrative Agent agree as follows:

SECTION 1. Confirmation of Grant of Security. Each Grantor hereby confirms the grant to the Administrative Agent for the ratable benefit of the Secured Parties of a security interest in all of the following property now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (a) Each Trademark and Trademark License, including, without limitation, each Trademark listed on Schedule A hereto; and
- (b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under the Security, Guarantee and Collateral Agreement and confirmed herein secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Security, Guarantee and Collateral Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security, Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest thereunder to, and the rights and remedies of, the Administrative Agent with respect to the

Collateral are more fully set forth in the Security, Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security, Guarantee and Collateral Agreement, the terms of the Security, Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic format, including .pdf or .tiff file), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

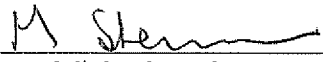
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

**EACH OF THE ENTITIES LISTED ON
ANNEX I ATTACHED HERETO:**

By: **GENESIS HEALTHCARE LLC,**
its authorized agent

By: 
Name: Michael S. Sherman
Title: Senior Vice President and Secretary

ANNEX I

CAREERSTAFF UNLIMITED, INC.
GENESIS IP LLC
GENESIS ELDERCARE REHABILITATION SERVICES, INC.
SUNMARK OF NEW MEXICO, INC.
SUNBRIDGE HEALTHCARE, LLC
SUN HEALTHCARE GROUP, INC.
SUNDANCE REHABILITATION CORPORATION

ACCEPTED AND AGREED TO BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**

as Administrative Agent

By: 

Name: Jeffrey P. Hoffman


Title: Duly Authorized Signatory

[Signature Page to ABL Trademark Security Agreement]


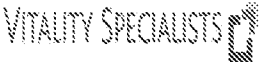
**TRADEMARK
REEL: 004912 FRAME: 0309**


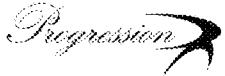

Schedule A

U.S. Registered Trademarks and Trademark Applications


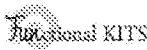
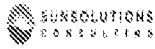

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Grantor
CAREERSTAFF UNLIMITED	2175242	07/21/98	CareerStaff Unlimited, Inc.
4 PILLARS OF ACTIVE LIVING	(85570619)	(03/15/12)	Genesis IP LLC
AVOIDING THE NURSING HOME	(85289006)	(04/07/11)	Genesis IP LLC
BALANCE IN ACTION	4211317	09/18/12	Genesis IP LLC
BRAIN MATTERS	(85421416)	(09/13/11)	Genesis IP LLC
CHAMPIONS FOR VITALITY	(85723169)	(09/07/12)	Genesis IP LLC
CHAMPIONS OF VITALITY	(85723147)	(09/07/12)	Genesis IP LLC
CREATING REMARKABLE EXPERIENCES	(85696092)	(08/06/12)	Genesis IP LLC
ESCAPE THE NURSING HOME	(85421462)	(09/13/11)	Genesis IP LLC
FOUR PILLARS OF ACTIVE LIVING	(85570629)	(03/15/12)	Genesis IP LLC
GEN-CHI	(85646849)	(06/08/12)	Genesis IP LLC
GEN-ERGY	(85647082)	(06/08/12)	Genesis IP LLC
GENESIS HEALTHCARE (STYLIZED) Genesis HealthCare	2992166	09/06/05	Genesis IP LLC
GENESIS R REHAB SERVICES & DESIGN 	3290077	09/11/07	Genesis IP LLC

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Grantor
GENESIS SELECT CARE	3139383	09/05/06	Genesis IP LLC
GET BUSY LIVING	(85455295)	(10/25/11)	Genesis IP LLC
GET YOUR VITALITY HERE	(85455286)	(10/25/11)	Genesis IP LLC
GRS HEALTH AND WELLNESS CARE DELIVERY MODEL	(85421438)	(09/13/11)	Genesis IP LLC
GRS VI	(85553500)	(02/27/12)	Genesis IP LLC
GRS VIGOR INDEX	(85553513)	(02/27/12)	Genesis IP LLC
GRS VITALITY INDEX	(85574577)	(03/20/12)	Genesis IP LLC
HOMESTEAD	4108634	03/06/12	Genesis IP LLC
LIFE AT HOME & DESIGN 	3481279	08/05/08	Genesis IP LLC
MISCELLANEOUS DESIGN (NEW COMPANY LOGO) 	2270169	08/17/99	Genesis IP LLC
MOVE TO IMPROVE	(85470470)	(11/11/11)	Genesis IP LLC
NEVER LOSE YOU	(85711191)	(08/23/12)	Genesis IP LLC
OUT AND ABOUT	(85421428)	(09/13/11)	Genesis IP LLC
PATIENT CARE HOURS	4211714	09/18/12	Genesis IP LLC
PATIENT CARE MINUTES	(85347975)	(06/16/11)	Genesis IP LLC
PATIENT CONTACT HOURS	4211713	09/18/12	Genesis IP LLC
PCH	4199504	08/28/12	Genesis IP LLC
PCM	(85347983)	(06/16/11)	Genesis IP LLC

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Grantor
POWER BACK HOME REHABILITATION	(85289029)	(04/07/11)	Genesis IP LLC
POWER BACK REHAB	(85287670)	(04/06/11)	Genesis IP LLC
POWER BACK REHABILITATION	4230755	10/23/12	Genesis IP LLC
PRESCRIPTION SOFTWARE	(85758665)	(10/19/12)	Genesis IP LLC
PREVENTING THE NURSING HOME	(85288989)	(04/07/11)	Genesis IP LLC
REFUSE THE NURSING HOME	(85287696)	(04/06/11)	Genesis IP LLC
RESPIRATORY HEALTH SERVICES & DESIGN  Respiratory Health Services	3002245	09/27/05	Genesis IP LLC
RESPIRATORY THERAPY DELIVERY MODEL	(85430416)	(09/23/11)	Genesis IP LLC
SPA GYM	(85394240)	(08/10/11)	Genesis IP LLC
SPA LIKE GYM	(85394252)	(08/10/11)	Genesis IP LLC
SPA TYPE GYM	(85394265)	(08/10/11)	Genesis IP LLC
VIGOR INDEX	(85553520)	(02/27/12)	Genesis IP LLC
VITALITY BY DESIGN	(85422207)	(09/14/11)	Genesis IP LLC
VITALITY INDEX	(85574595)	(03/20/12)	Genesis IP LLC
VITALITY SPECIALISTS	(85421451)	(09/13/11)	Genesis IP LLC
VITALITY SPECIALISTS and Design 	(85439821)	(10/05/11)	Genesis IP LLC

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Grantor
VITALITY SPECIALISTS ESCAPE THE NURSING HOME	(85439784)	(10/05/11)	Genesis IP LLC
VITALITY SPECIALISTS ESCAPE THE NURSING HOME and Design 	(85439808)	(10/05/11)	Genesis IP LLC
WHERE REMARKABLE HAPPENS	(85696079)	(08/06/12)	Genesis IP LLC
PROGRESSION and Design 	3996241	07/19/11	Genesis ElderCare Rehabilitation Services, Inc. ¹
THE DIFFERENCE IS REMARKABLE	(85186289)	(11/29/10)	Genesis ElderCare Rehabilitation Services, Inc.
TRANSFORMING THE PATIENT'S REHAB EXPERIENCE	4068278	12/06/11	Genesis ElderCare Rehabilitation Services, Inc.
GRS	3385509	02/19/08	Genesis ElderCare Rehabilitation Services, Inc.
GENESIS	3385508	02/19/08	Genesis ElderCare Rehabilitation Services, Inc.
SPA LIVING	3420373	04/29/08	Genesis ElderCare Rehabilitation Services, Inc.
Miscellaneous Design 	3708327	11/10/09	Genesis ElderCare Rehabilitation Services, Inc.

¹ All Genesis Rehabilitation Services, Inc. trademarks subject to corrective amendments to reflect correct ownership to Genesis ElderCare Rehabilitation Services, Inc.

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Grantor
REVITALCARE	3842169	08/31/10	Genesis ElderCare Rehabilitation Services, Inc.
PROGRESSION	3986025	06/28/11	Genesis ElderCare Rehabilitation Services, Inc.
SUN HEALTHCARE GROUP	3621931	05/19/09	Sun Healthcare Group, Inc.
REHAB RECOVERY SUITES	3545505	12/09/08	SunBridge Healthcare, LLC
SOL-OASIS	3967928	5/24/11	SunBridge Healthcare, LLC
	3757174	03/9/10	Sundance Rehabilitation Corporation
BEST	2956705	05/31/05	Sundance Rehabilitation Corporation
FUNCTIONAL KITS 	4115645	03/20/12	Sundance Rehabilitation Corporation
PATHWAYS TO WELLNESS	4033022	10/04/11	SunDance Rehabilitation Corporation
SUNSOLUTIONS	4152838	06/05/12	Sundance Rehabilitation Corporation
SUNSOLUTIONS CONSULTING 	4152913	6/5/12	SunDance Rehabilitation Corporation
	3690404	09/29/09	SunMark of New Mexico, Inc.
CARING IS THE KEY IN LIFE	3644828	06/23/09	SunMark of New Mexico, Inc.

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Grantor
SUNBRIDGE	3579297	02/24/09	SunMark of New Mexico, Inc.
SUNBRIDGE	2202082	11/03/98	SunMark of New Mexico, Inc.
SUNDANCE	2003994	10/01/96	SunMark of New Mexico, Inc.
SUNSOLUTIONS	3938341	03/29/11	SunMark of New Mexico, Inc.