

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Epic Health Services, Inc.		12/19/2012	CORPORATION: DELAWARE
	Sante Rehabilitation, L.P.		12/19/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA				
Name:	CIT Finance LLC, as administrative agent			
Street Address:	11 West 42nd Street			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10036			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3622291	SANTE PEDIATRIC SERVICES	
	Registration Number:	4170501	SANTÉ PEDIATRIC SERVICES WHERE KIDS COME FIRST	
	Registration Number:	3246156	FREEDOM ELDERCARE	
CORRESPONDENCE DATA				
Fax Number:	3126095005			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897			
Email:	hmiller@vedderprice.com			
Correspondent Name:	Holly Miller			
Address Line 1:	222 North LaSalle Street - 24th Floor			
Address Line 4:	Chicago, ILLINOIS 60601			
ATTORNEY DOCKET NUMBER:	37832.00.0072			

CH \$90.00 3622291

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	12/19/2012
<b>Total Attachments: 5</b> source=37832.00.0072 - Grant of Security Interest in Trademark Rights#page1.tif source=37832.00.0072 - Grant of Security Interest in Trademark Rights#page2.tif source=37832.00.0072 - Grant of Security Interest in Trademark Rights#page3.tif source=37832.00.0072 - Grant of Security Interest in Trademark Rights#page4.tif source=37832.00.0072 - Grant of Security Interest in Trademark Rights#page5.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 19, 2012 is made by each of the undersigned, each located at 303 Fellowship Road, Suite 203, Mt. Laurel, NJ 08054 and 3010 Gaylord Parkway, Suite 240 Frisco, TX 75034 (individually and collectively, the "Grantor"; and together with any Person (as defined in the Credit Agreement referenced below) from time to time joined as a loan party to the Credit Agreement, individually, a "Loan Party" and collectively, the "Loan Parties"), in favor of CIT FINANCE LLC, a Delaware limited liability company, as administrative agent (the "Administrative Agent"), in connection with that certain Credit and Guaranty Agreement dated as of December 19, 2012 among the Grantor, Administrative Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of the date hereof by Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, modified and supplemented from time to time, the "Security Agreement"), the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

*(Signature Pages Follow)*

*(Signature Page to Grant of Security Interest In Trademark Rights)*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

EPIC HEALTH SERVICES, INC., a  
Delaware corporation

By:   
Keith Frey  
Chief Financial Officer and Treasurer

SANTÉ REHABILITATION, L.P., a Texas  
limited partnership

By: SANTÉ GP, LLC, a Delaware  
limited liability company, its General  
Partner

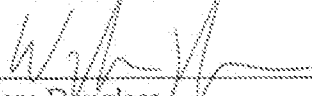
By:   
Keith Frey  
Chief Financial Officer and Treasurer

*(Signature Page to Grant of Security Interest In Trademark Rights)*

ADMINISTRATIVE AGENT:

CIT FINANCE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

  
William Douglass  
Managing Director

**SCHEDULE A**

U.S. Trademark Registrations and Applications

<b>Grantor</b>	<b>Trademark Name</b>	<b>Registration No./ Serial No.</b>
Santé Rehabilitation, L.P.	Santé Pediatric Services (word mark)	3622291/77570040
Santé Rehabilitation, L.P.	Santé Pediatric Services Where Kids Come First	4170501/85380896
Epic Health Services, Inc. (DE)	FREEDOM ELDERCARE	3246156/78568269