

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------------|
| Genesis ElderCare Rehabilitation Services, Inc. dba Genesis Rehabilitation Services | | 12/03/2012 | CORPORATION: PENNSYLVANIA |
| GENESIS IP LLC | | 12/03/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

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: 9

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 3986025 | PROGRESSION |
| Registration Number: | 3842169 | REVITALCARE |
| Registration Number: | 3708327 | |
| Registration Number: | 3420373 | SPA LIVING |
| Registration Number: | 3385508 | GENESIS |
| Registration Number: | 3385509 | GRS |
| Registration Number: | 3996241 | PROGRESSION |
| Registration Number: | 4068278 | TRANSFORMING THE PATIENT'S REHAB EXPERIENCE |
| Serial Number: | 85186289 | THE DIFFERENCE IS REMARKABLE. |

CORRESPONDENCE DATA

Fax Number: 7036106200

OP \$240.00 3986025

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
Address Line 4: McLean, VIRGINIA 22102

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 88650.163 |
| NAME OF SUBMITTER: | Valerie Brennan |
| Signature: | /vb/ |
| Date: | 01/16/2013 |

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.

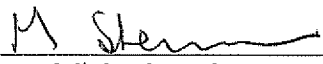
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

[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]


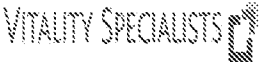
TRADEMARK
REEL: 004943 FRAME: 0941


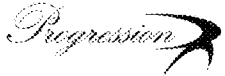

Schedule A

U.S. Registered Trademarks and Trademark Applications


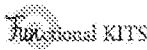
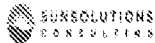

| Mark | Registration No. (Application No.) | Registration Date (Application Date) | Grantor |
|--|---------------------------------------|---|-----------------------------|
| CAREERSTAFF UNLIMITED | 2175242 | 07/21/98 | CareerStaff Unlimited, Inc. |
| 4 PILLARS OF ACTIVE LIVING | (85570619) | (03/15/12) | 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. |