

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
Michigan Rehabilitation Specialists of Fowlerville, LLC		10/03/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3695198		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767-099		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 3695198

Date:

10/09/2013

Total Attachments: 4

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**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MICHIGAN REHABILITATION SPECIALISTS OF FOWLerville, LLC, a Michigan limited liability company (the "Grantor"), having its chief executive offices at 790 Remington Boulevard, Bolingbrook, Illinois 60440, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the "Grantee"), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

- (i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule A hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.


THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantee and certain other parties dated as of December 21, 2012, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement") which the Grantor joined as a party to on October 3, 2013. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MICHIGAN REHABILITATION SPECIALISTS of
FOWLerville, LLC,
as Grantor

by: 
Name: John Egofski
Title: Chief Financial Officer

Agreed and Accepted:

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee

By: 
Name: J. Paul McDonnell
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
Michigan Rehabilitation Specialists, LLC	3,695,198	USA	October 13, 2009	

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
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