

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agrmt		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senior Home Care, Inc.		01/14/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, NA, as Collateral Agent		
Street Address:	1111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2019271	ENCOURAGING A LIFESTYLE OF INDEPENDENCE	
Registration Number:	2025465	SENIOR HOME CARE, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	James P Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	James P Murphy, Legal Assistant		
Signature:	/Marina Kelly, Thomson Reuters/		
Date:	01/17/2014		

OP \$65.00 2019271

**Total Attachments: 6**

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## TERM LOAN TRADEMARK SECURITY AGREEMENT

January 14, 2014

WHEREAS, Senior Home Care, Inc., a Florida corporation (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Kindred Healthcare, Inc. (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to that certain Term Loan Credit Agreement dated as of June 1, 2011, as amended by the Incremental Amendment No. 1 to the Term Loan Credit Agreement dated as of October 4, 2012, as amended and restated by the Amendment and Restatement Agreement dated as of May 30, 2013 and as further amended and restated by the Second Amendment and Restatement Agreement dated as of August 21, 2013 (as further amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) that certain Term Loan Guarantee and Security Agreement dated as of June 1, 2011 and as amended by the Second Amendment and Restatement Agreement dated as of August 21, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Subsidiary Guarantors party thereto and the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (as defined in the Credit Agreement), including this Term Loan Trademark Security Agreement (as supplemented from time to time), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Lien Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’s Secured Guarantee, a continuing security interest in all of the Lien 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 now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection

with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as an Enforcement Notice (as defined in the Credit Agreement) is in effect, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Term Loan Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Lien Grantor has caused this Term Loan Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first listed above.

SENIOR HOME CARE, INC.

By: 

Name: Joseph L. Landenwich


Title: Co-General Counsel and  
Corporate Secretary

[Signature Page to the Term Loan Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005196 FRAME: 0348**


Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Dawn L. LeeLum  
Title: Executive Director

**Schedule 1  
to the Term Loan Trademark  
Security Agreement**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration Number</b>	<b>Owner</b>	<b>Registration Date</b>
ENCOURAGING A LIFESTYLE OF INDEPENDENCE	2019271	Senior Home Care, Inc.	11/26/1996
SENIOR HOME CARE, INC. and Design 	2025465	Senior Home Care, Inc.	12/24/1996

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.