

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDAHO REHABILITATION PARTNERS, LLC		01/02/2014	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	One U.S. Bank Plaza, 7th and Washington		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3158424	REHABAUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.160		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	04/15/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of the 2nd day of January, 2014 by IDAHO REHABILITATION PARTNERS, LLC, an Idaho limited liability company (the "Grantor") in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of April 2, 2012, by and among the Grantor, as a Borrower, Administrative Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrowers; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of April 2, 2012 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Administrative Agent, for the benefit of the Secured Creditors, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Creditors, and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those listed on Schedule A hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages or payments for past or future infringements thereof; and (d) the right to sue for past, present, and future infringements of any of the foregoing.

Notwithstanding anything herein to the contrary, no Lien or security interest is hereby granted on and the Trademark Collateral shall not include any "intent to use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

Cumulative Remedies. All of the rights and remedies of Administrative Agent and any other Secured Creditor under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of law.

Binding Effect. This Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of each Secured Creditor and their successors and assigns.

Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

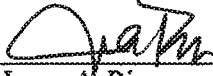
Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

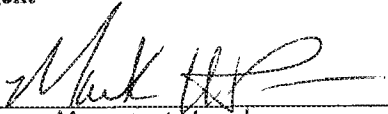
GRANTOR:

**IDAHO REHABILITATION PARTNERS, LLC, an
Idaho limited liability company**

By  _____
Name: James A. Ripp
Title: President

AGREED AND ACCEPTED:

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: Mark Uhlau
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Registration No.	Registration Date
Idaho Rehabilitation Partners, LLC	REHABAUTHORITY	3158424	10/17/2006