

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

09/29/2014  
 900302445

ETAS ID: TM318283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, NA as Collateral Agent		09/19/2014	NATIONAL ASSOCIATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Cannon & Associates, LLC
<b>Street Address:</b>	3030 North Rocky Point Drive West
<b>Internal Address:</b>	Suite 240
<b>City:</b>	Tampa
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33607
<b>Entity Type:</b>	LLC <i>DELAWARE</i>

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3089661	WE TURN PROBLEMS INTO LONG-TERM SOLUTION
<b>Registration Number:</b>	3095190	STRATEGIC SOLUTIONS FOR HEALTH CARE
<b>Registration Number:</b>	3028734	POLARIS PULSE
<b>Registration Number:</b>	3046200	POLARIS GROUP
<b>Registration Number:</b>	3704465	APOLLO RM

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2027875521  
**Email:** shazi@morriskamlay.com  
**Correspondent Name:** Morris & Kamlay LLP  
**Address Line 1:** 1150 18th St NW  
**Address Line 4:** Washington, D.C. 20036

<b>NAME OF SUBMITTER:</b>	Shahrzad spieler
<b>SIGNATURE:</b>	/Shahrzad Spieler/
<b>DATE SIGNED:</b>	09/29/2014
<b>Total Attachments: 4</b>	

OP \$140.00 3089661

source=Term Loan Trademark Security Release (Execution Version)#page1.tif  
source=Term Loan Trademark Security Release (Execution Version)#page2.tif  
source=Term Loan Trademark Security Release (Execution Version)#page3.tif  
source=Term Loan Trademark Security Release (Execution Version)#page4.tif

**TERM LOAN TRADEMARK SECURITY RELEASE**

This TERM LOAN TRADEMARK SECURITY RELEASE (this "Release"), dated as of September 19, 2014 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., as administrative agent and collateral agent under the Credit Agreement described below (in such capacity, the "Agent").

WHEREAS, in connection with that certain Term Loan Credit Agreement dated as of June 1, 2011 (as amended and/or restated from time to time, the "Credit Agreement"), by and among Kindred Healthcare, Inc., a Delaware corporation (the "Borrower"), the Agent and the lenders party thereto, and pursuant to that certain Term Loan Guarantee and Security Agreement dated as of June 1, 2011 (as amended and/or supplemented from time to time, the "Security Agreement"), by and among the Borrower, the Subsidiary Grantors (as defined therein), including Cannon & Associates, LLC, a Delaware limited liability company ("Cannon") and the Agent, each of the Borrower and the Subsidiary Grantors (collectively, the "Lien Grantors") granted a continuing security interest in their personal property, including intellectual property;

WHEREAS, pursuant to the Security Agreement, the Lien Grantors executed and delivered to Agent the Term Loan Trademark Security Agreement dated as of June 1, 2011 (the "Trademark Security Agreement"), which granted a continuing security interest in all right, title and interest of each Lien Grantor in, to and under the Trademark Collateral (as defined therein) of Cannon, including, without limitation, the trademarks identified in Exhibit A attached hereto (the "Cannon Trademarks");

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on June 2, 2011 on Reel No. 004552, Frame No. 0523;

WHEREAS, as of the Effective Date, pursuant to that certain Membership Interest Purchase Agreement dated as of September 19, 2014, by and among Cannon, Symphony Health Services, LLC, a Delaware limited liability company (the "Seller"), Polaris Acquisition, LLC, a Florida limited liability company (the "Buyer") and Charles Cave, individually, the Seller has sold to the Buyer all of the outstanding membership interests in Cannon; and

WHEREAS, pursuant to Section 2.17 of the Credit Agreement and Section 25(d) of the Security Agreement, all of Cannon's indebtedness described in and obligations under the Security Agreement and all security interests in the Trademark Collateral with respect to Cannon, including the Cannon Trademarks, are fully discharged and released.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby confirms the release, termination and discharge of all of its security interests and liens in the Cannon Trademarks granted under the Security Agreement or the Trademark Security Agreement. This Release shall be binding upon the Agent's legal representatives, assigns and successors, and upon the lenders party to the Credit Agreement and their legal representatives, assigns and successors. Nothing in this Agreement in any way shall be deemed to disturb the security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement

with respect to all collateral of the Subsidiary Grantors thereto except for Cannon & Associates, LLC, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

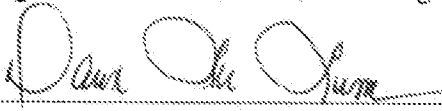
Upon the reasonable request of the Borrower, and at the Borrower's expense, the Agent agrees to cooperate with the Borrower and to execute and deliver any other instrument required to effect the release of the Agent's security interest in the Cannon Trademarks.

This Release and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of New York.

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the Agent, by its duly authorized officer, has executed this Release as of the date first above written.

JP Morgan Chase Bank, N.A., as the Agent

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

{Signature Page to Term Loan Trademark Security Release - Cannon}

**TRADEMARK**  
**REEL: 005370 FRAME: 0546**

**SCHEDULE I**

**TRADEMARK COLLATERAL**

<i>REGISTRANT</i>	<i>REGISTRATION / (APPLICATION) NUMBER</i>	<i>TITLE</i>
Cannon & Associates, LLC	3,089,661	WE TURN PROBLEMS INTO LONG TERM SOLUTIONS
Cannon & Associates, LLC	3,095,190	STRATEGIC SOLUTIONS FOR HEALTH CARE
Cannon & Associates, LLC	3,028,734	POLARIS PULSE
Cannon & Associates, LLC	3,046,200	POLARIS GROUP
Cannon & Associates, LLC	3,704,465	APOLLO RM