

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELIANT HOSPITAL PARTNERS, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	77736077	RELIANT HOSPITAL PARTNERS	
Serial Number:	86372204	RELIANT HOSPITAL PARTNERS	
Serial Number:	86372259	RELIANT ABILENE	
Serial Number:	86372318	RELIANT ABILENE MEDICAL REHABILITATION H	
Serial Number:	86372375	RELIANT AUSTIN	
Serial Number:	86372405	RELIANT AUSTIN	
Serial Number:	86372455	RELIANT CENTRAL TEXAS	
Serial Number:	86372503	RELIANT CENTRAL TEXAS MEDICAL REHABILITA	
Serial Number:	86372543	RELIANT DALLAS	
Serial Number:	86372572	RELIANT DALLAS MEDICAL REHABILITATION HO	
Serial Number:	86372596	RELIANT MID-CITIES	
Serial Number:	86372624	RELIANT MID-CITIES MEDICAL REHABILITATIO	
Serial Number:	86372647	RELIANT NORTH HOUSTON	
Serial Number:	86372667	RELIANT NORTH HOUSTON MEDICAL REHABILITI	
Serial Number:	86372682	RELIANT NORTH TEXAS	
Serial Number:	86372704	RELIANT NORTH TEXAS MEDICAL REHABILITION	
Serial Number:	86372715	RELIANT NORTHWEST HOUSTON	
Serial Number:	86372730	RELIANT NORTHWEST HOUSTON MEDICAL REHABI	

CH \$465.00 77736077

CORRESPONDENCE DATA**Fax Number:** 3126095005*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:** 312-609-7897**Email:** hmiller@vedderprice.com**Correspondent Name:** Holly Miller**Address Line 1:** 222 North LaSalle Street - 24th Floor**Address Line 4:** Chicago, ILLINOIS 60601**ATTORNEY DOCKET NUMBER:** 35330000110**NAME OF SUBMITTER:** Holly Miller**SIGNATURE:** /Holly Miller/**DATE SIGNED:** 10/14/2014**Total Attachments: 6**

source=35330.00.0110 - Trademark Security Agreement dated September 30, 2014#page1.tif

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TRADEMARK PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as September 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Amended and Restated Guaranty and Security Agreement, dated as of September 30, 2014 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

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SECURITY AGREEMENT
RELIANT HOSPITAL PARTNERS, LLC ET AL.

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- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Trademark Security 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.

Section 6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION** as Agent

By: 

John Dale

Duly Authorized Signatory

TRADEMARK PROPERTY
SECURITY AGREEMENT
RELIANT HOSPITAL PARTNERS, LLC ET AL.

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registered Trademarks:

Owner	Mark	Registration Number	Filing Date
Reliant Hospital Partners, LLC	Reliant Hospital Partners	77736077	5/13/09

Trademark Applications:

Reliant Hospital Partners, LLC

Mark	Date of First Use	Filing Date	Serial Number
Reliant (Word)	04/26/11	08/20/14	86/372,204
Reliant Abilene (Word)	04/26/11	08/20/14	86/372,259
Reliant Abilene (Logo)	04/26/11	08/20/14	86/372,318
Reliant Austin (Word)	04/26/11	08/20/14	86/372,375
Reliant Austin (Logo)	04/26/11	08/20/14	86/372,405
Reliant Central Texas (Word)	04/26/11	08/20/14	86/372,455
Reliant Central Texas (Logo)	04/26/11	08/20/14	86/372,503
Reliant Dallas (Word)	04/26/11	08/20/14	86/372,543
Reliant Dallas (Logo)	04/26/11	08/20/14	86/372,572
Reliant Mid-Cities (Word)	04/26/11	08/20/14	86/372,596
Reliant Mid-Cities (Logo)	04/26/11	08/20/14	86/372,624
Reliant North Houston (Word)	04/26/11	08/20/14	86/372,647
Reliant North Houston (Logo)	04/26/11	08/20/14	86/372,667
Reliant North Texas (Word)	04/26/11	08/20/14	86/372,682
Reliant North Texas (Logo)	04/26/11	08/20/14	86/372,704
Reliant Northwest Houston (Word)	04/26/11	08/20/14	86/372,715
Reliant Northwest Houston (Logo)	04/26/11	08/20/14	86/372,730

3. IP LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

None.

TRADEMARK

RECORDED: 10/14/2014

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