

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Administrative Agent, Cayman Islands Branch, as successor in interest to Credit Suisse First Boston and as Second Lien Collateral Agent		02/02/2015	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Hallmark Rehabilitation GP, LLC		
Street Address:	Suite 200, 27442 Portola Parkway		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3233027		
Registration Number:	3204969	HALLMARK REHABILITATION	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>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.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.224		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	02/03/2015		

OP \$65.00 3233027

Total Attachments: 5

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This TRADEMARK SECURITY RELEASE (this “Release”), dated as of February 2, 2015, is made by Credit Suisse AG, Cayman Islands Branch, as Secured Party under the Security Agreement, as successor in interest to Credit Suisse First Boston and as Second Lien Collateral Agent (each as defined in the Security Agreement referred to below) (in such capacities, the “Secured Party”).

Reference is made to (a) the Fourth Amended and Restated Credit Agreement, dated as of April 12, 2012 (as amended, restated, supplemented or otherwise modified through the date hereof, the “Credit Agreement”), among Skilled Healthcare Group, Inc., (the “Company”), the financial institutions party thereto and the Administrative Agent; (b) the Amended and Restated First Lien Security Agreement dated as of June 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms capitalized and not defined herein shall have the meanings given to such terms in the Security Agreement), among the Company, as borrower, the subsidiaries of the Company party thereto (each such subsidiary, a “Subsidiary Grantor” and, together with the Company, the “Grantors”) and the Secured Party, (c) the Trademark Security Agreement, dated as of April 9, 2010, among the Company, Hallmark Rehabilitation GP, LLC and the Secured Party, (d) the Trademark Security Agreement, dated as of December 2, 2011, between Cornerstone Hospice California, LLC and the Secured Party, (e) the Grant of Trademark Security Interest, dated as of June 15, 2005, between Skilled Healthcare, LLC and the Secured Party, (f) the Grant of Trademark Security Interest, dated as of July 22, 2004, between Skilled Healthcare, LLC and the Secured Party, (g) the Grant of Trademark Security Interest, dated as of July 22, 2004, between Hallmark Rehabilitation GP, LLC and the Secured Party, (h) the Grant of Trademark Security Interest, dated as of July 22, 2004, between Hospice Care of the West, LLC and the Secured Party, (i) the Grant of Trademark Security Interest dated as of July 22, 2004 between Hospice Care of the West, LLC and the Second Lien Collateral Agent, (j) the Grant of Trademark Security Interest, dated as of July 22, 2004, between Hallmark Rehabilitation GP and the Second Lien Collateral Agent, (k) the Grant of Trademark Security Interest, dated as of June 15, 2005, between Skilled Healthcare, LLC and the Second Lien Collateral Agent and (l) Grant of Trademark Security Interest, dated as of July 22, 2004 between Skilled Healthcare, LLC and the Second Lien Collateral Agent (such documents set forth in clauses (c) through (l) collectively, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, the Grantors granted to the Secured Party, its successors and assigns, for the benefit of the Beneficiaries, a security interest in all right, title or interest to any and all of the following assets and properties, whether then owned or thereafter acquired (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos,

other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

WHEREAS, such security interests were recorded with the United States Patent & Trademark Office on July 29, 2004, July 30, 2004, June 17, 2005, June 22, 2005, December 27, 2005, May 21, 2010, and January 18, 2012, under Reel/Frame numbers 004210/0838, 004700/0040, 002905/0631, 002902/0506, 003107/0478, 003108/0921, 002902/0493, 002906/0077, 002902/0501, 002905/0581, 002902/0506, 002905/0631, 003107/0467 and 003108/0928;

WHEREAS, in connection with the payment in full of all Secured Obligations of the Grantors, the termination in whole of the Commitments, the cancellation or expiration of all outstanding Letters of Credit (or the securing of reimbursement Obligations in respect thereof with cash collateral or letters of credit in a manner reasonably satisfactory to the Secured Party) and the release of security interests under the Security Agreement, the Secured Party, pursuant to Section 19(b) of the Security Agreement, and on behalf of the Beneficiaries, hereby releases all right, title and interest granted to it, for the benefit of the Beneficiaries, under the Trademark Security Agreements in and to the Trademark Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, releases and discharges all right, title and interest (including without limitation, security interests) of the Secured Party in and to the Trademark Collateral.

The Secured Party shall take all further actions, and provide to any Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purpose of this Release at the expense of such Grantor.

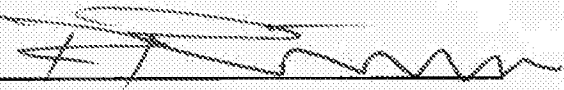
The execution and delivery of this Release and the performance of any actions by the Secured Party in accordance with this Release are made without representation or warranty by, or recourse to, the Secured Party.

THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Credit Suisse AG, Cayman Islands Branch, as Secured Party, has caused this Release to be executed by its duly authorized representatives as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Secured Party,

By: 
Name: MICHAEL SPAIGHT
Title: AUTHORIZED SIGNATORY

By: 
Name: Remy Riester
Title: Authorized Signatory

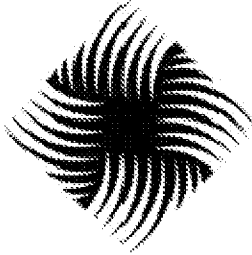

[Signature Page to Trademark Security Release]

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TRADEMARK
REEL: 005451 FRAME: 0949

SCHEDULE A

Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Skilled Healthcare, LLC	Service Mark Principal Register: "Pulmonary Advantage" (the mark consists of standard characters without claim to any particular font, style, size, or color).	3506047	9/23/08
Skilled Healthcare, LLC	Service mark Principal Register: "renew" (the mark consists of the word "Renew" in stylized form).	3450606	6/17/08
Hallmark Rehabilitation GP, LLC	Service Mark Principal Register: "Stimulating Health Through Healing" (the mark consists of standard characters without claim to any particular font, style, size, or color).	3217884	3/13/07
Hallmark Rehabilitation GP, LLC	Service Mark Principal Register: "Topaz" (the mark consists of standard characters without claim to any particular font, style, size or color.)	3217885	3/13/07
Hallmark Rehabilitation GP, LLC	Service Mark Principal Register	3233027	4/24/07
Cornerstone Hospice California, LLC	Service Mark Principal Register: "Cornerstone Hospice"	3196607	1/9/07
Skilled Healthcare, LLC		2985286	8/16/2005
Skilled Healthcare, LLC		3058959	2/14/2006

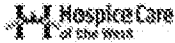
Skilled Healthcare,
LLC 3017690 11/22/2005

Express Recovery

Hallmark
Rehabilitation GP,
LLC 3204969 2/6/2007



Hospice Care of the
West, LLC 3001319 9/27/2005



Skilled Healthcare,
LLC 3010897 11/1/2005



Hallmark
Rehabilitation GP,
LLC 3060161 2/21/2006

Design

Hallmark
Rehabilitation GP,
LLC 3062925 2/28/2006

Travelmark Staffing