

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM330914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genesis HealthCare LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Sun Healthcare Group, Inc.		02/02/2015	CORPORATION: DELAWARE
FC-Gen Operations Investment, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Gen Operations I, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Gen Operations II, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hospice Care of the West, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hallmark Rehabilitation GP, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Skilled Healthcare, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Cornerstone Hospice California, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
The Rehabilitation Center of Omaha, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3001319	HOSPICE CARE OF THE WEST	
<b>Registration Number:</b>	3204969	HALLMARK REHABILITATION	
<b>Registration Number:</b>	2985286		
<b>Registration Number:</b>	3010897	SKILLED HEALTHCARE	

CH \$265.00 3001319

Property Type	Number	Word Mark
Registration Number:	3017690	EXPRESS RECOVERY
Registration Number:	3058959	
Registration Number:	3233027	
Registration Number:	3506047	PULMONARY ADVANTAGE
Registration Number:	3450606	RENEW
Registration Number:	3196607	CORNERSTONE HOSPICE

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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:** 2127353000

**Email:** justin.selle@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** Four Times Square

**Address Line 2:** Justin Selle, Legal Assistant

**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	171670/2
<b>NAME OF SUBMITTER:</b>	Megan Manfred
<b>SIGNATURE:</b>	/Megan Manfred/
<b>DATE SIGNED:</b>	02/03/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 2, 2015, made by the entities listed on the signature pages and Annex I hereto (the "Grantors"), in favor of Barclays Bank PLC, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement, dated as of December 3, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among GENESIS HEALTHCARE LLC, SUN HEALTHCARE GROUP, INC., FC-GEN OPERATIONS INVESTMENT, LLC, GEN OPERATIONS I, LLC, GEN OPERATIONS II, LLC, the entities party thereto listed on Annex I thereto, in favor of the Collateral Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.2 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

Accordingly, each Grantor and the Collateral Agent agree as follows:

SECTION 1. Grant of Security Interests. Each Grantor hereby confirms and grants to the Collateral Agent for the ratable benefit of the Secured Parties of a security interest in all of the following property now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all rights, title and interests in or to all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations and applications for registrations in respect of the foregoing referred to in Schedule 4(b) of the Guarantee and Collateral Agreement (including any amendments, joinders or supplements thereto) and Schedule A hereto, and all goodwill of the business connected with the use of or symbolized by any of the foregoing and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks"), including, without limitation, each Trademark listed on Schedule A hereto;

(b) All written agreements naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule 4(b) of the Guarantee and Collateral Agreement

(including any amendments, joinders or supplements thereto)) providing for the grant by or to any Grantor of any right under and Trademark, including, without limitation, the grant of rights to use any Trademark; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any of the foregoing and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in (i) any property to the extent that such grant of a security interest is (A) prohibited by any applicable Requirement of Law of a Governmental Authority, (B) requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or (C) prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease (other than the Material Master Leases, the property under which shall constitute Collateral except as restricted by the Material Master Leases, as modified by the Material Master Lease Intercreditor Agreements), license, agreement, instrument or other document evidencing or giving rise to or otherwise related to such property or, in the case of any Investment Property, any Pledged Security, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, lease, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law (provided that, the foregoing exclusions of this clause (i) shall in no way be construed (A) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable Requirements of Law, (B) to limit, impair, or otherwise affect the Collateral Agent's continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any Proceeds of any such contract, lease, permit, license, charter, or license agreement, in each case, to the extent deemed effective under the UCC notwithstanding such prohibition, or (C) apply to the extent that any consent or waiver has been obtained, or any change of Requirement of Law occurred, that would permit the security interest notwithstanding the prohibition); and (ii) any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 3. Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest thereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the

Guarantee and Collateral Agreement shall govern.

SECTION 4 Term and Termination. This Agreement shall run concurrently with the Guarantee and Collateral Agreement and shall terminate concurrently.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic format, including .pdf or .tiff file), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

**EACH OF THE ENTITIES LISTED ON ANNEX I  
ATTACHED HERETO:**

By: Genesis HealthCare LLC, as authorized  
agent

By: M. Sherman  
Name: Michael S. Sherman  
Title: Senior Vice President, General Counsel,  
Assistant Secretary and Assistant Treasurer

## **ANNEX I**

HOSPICE CARE OF THE WEST, LLC  
HALLMARK REHABILITATION GP, LLC  
SKILLED HEALTHCARE, LLC  
CORNERSTONE HOSPICE CALIFORNIA, LLC  
THE REHABILITATION CENTER OF OMAHA, LLC

ACCEPTED AND AGREED TO BY:

**BARCLAYS BANK PLC,**  
as the Collateral Agent

By:   
Name: Marguerite Sutton  
Title: Marguerite Sutton  
Vice President

[Signature Page to TM Security Agreement Term Loan Joinder]



**Schedule A**

**U.S. Registered Trademarks and Trademark Applications**

Docket No.	Registrant	Trademark	Status	Serial No.	File Date	Reg. No.	Reg. Date	Renewal Due
52528	Hospice Care of the West, LLC	HOSPICE CARE OF THE WEST and design	Registered	78/411725	30-Apr-2004	3001319	27-Sep-2005	27-Sep-2015
52529	Hallmark Rehabilitation GP, LLC	HALLMARK REHABILITATION and design	Registered	78/411727	30-Apr-2004	3204969	06-Feb-2007	06-Feb-2017
52530	Skilled Healthcare, LLC	Design (diamond)	Registered	78/411723	30-Apr-2004	2985286	16-Aug-2005	16-Aug-2015
52531	Skilled Healthcare, LLC	SKILLED HEALTHCARE and design	Registered	78/411729	30-Apr-2004	3010897	01-Nov-2005	01-Nov-2015
53402	Skilled Healthcare, LLC	EXPRESS RECOVERY (stylized)	Registered	78/474053	26-Aug-2004	3017690	22-Nov-2005	22-Nov-2015
54295	Skilled Healthcare, LLC	Design (Vintage Park Logo)	Registered	78/561218	04-Feb-2005	3058959	14-Feb-2006	14-Feb-2016
57468	Hallmark Rehabilitation GP, LLC	Design (5-hand star)	Registered	78/885112	16-May-2006	3233027	24-Apr-2007	24-Apr-2017
59813	Skilled Healthcare, LLC	PULMONARY ADVANTAGE	Registered	77/179331	11-May-2007	3506047	23-Sep-2008	23-Sep-2018
60066	Skilled Healthcare, LLC	RENEW (stylized)	Registered	77/206541	14-Jun-2007	3450606	17-Jun-2008	17-Jun-2018
68648	Cornerstone Hospice California, LLC	CORNERSTONE HOSPICE	Registered	78/830560	06-Mar-2006	3196607	09-Jan-2007	09-Jan-2017
	The Rehabilitation Center of Omaha, LLC	Lindenwood Assisted Living	Nebraska Registered			NE 1014694 5	08-April-2011	