# CH \$2140.00 3420373

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM330924

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement (Second Lien)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Careerstaff Unlimited, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Genesis IP, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Sun Healthcare Group, Inc.		02/02/2015	CORPORATION: DELAWARE
Sunbridge Healthcare, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Sundance Rehabilitation LLC		02/02/2015	LIMITED LIABILITY COMPANY: CONNECTICUT
Sunmark of New Mexico, LLC		02/02/2015	LIMITED LIABILITY COMPANY: NEW MEXICO
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

#### **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation					
Street Address:	Two Bethesda Metro Center					
Internal Address:	Suite 600					
City:	Bethesda					
State/Country:	MARYLAND					
Postal Code:	20814					
Entity Type:	CORPORATION: DELAWARE					

#### **PROPERTY NUMBERS Total: 85**

Property Type	Number	Word Mark					
Registration Number:	3420373	SPA LIVING					
Registration Number:	3385508	GENESIS					
		TRADEMARK					

900314577 REEL: 005452 FRAME: 0145

Property Type	Number	Word Mark
Registration Number:	3385509	GRS
Registration Number:	3986025	PROGRESSION
Registration Number:	3842169	REVITALCARE
Registration Number:	3708327	
Registration Number:	3996241	PROGRESSION
Registration Number:	4068278	TRANSFORMING THE PATIENT'S REHAB EXPERIE
Registration Number:	4230755	POWERBACK REHABILITATION
Serial Number:	85287696	REFUSE THE NURSING HOME
Serial Number:	85288989	PREVENTING THE NURSING HOME
Serial Number:	85289006	AVOIDING THE NURSING HOME
Registration Number:	4211713	PATIENT CONTACT HOURS
Registration Number:	4211714	PATIENT CARE HOURS
Registration Number:	4199504	PCH
Registration Number:	4211317	BALANCE IN ACTION
Registration Number:	4408691	SPA LIKE GYM
Registration Number:	4408692	SPA TYPE GYM
Registration Number:	4388680	VITALITY BY DESIGN
Registration Number:	4478474	BRAIN MATTERS
Registration Number:	4478475	OUT AND ABOUT
Registration Number:	4478476	GRS HEALTH AND WELLNESS CARE DELIVERY MO
Registration Number:	4380668	ESCAPE THE NURSING HOME
Registration Number:	4369265	VITALITY SPECIALISTS ESCAPE THE NURSING
Registration Number:	4388752	GET YOUR VITALITY HERE
Registration Number:	4478492	GET BUSY LIVING
Serial Number:	85553513	GRS VIGOR INDEX
Serial Number:	85553500	GRS VI
Serial Number:	85553520	VIGOR INDEX
Registration Number:	4471485	4 PILLARS OF ACTIVE LIVING
Registration Number:	4471486	FOUR PILLARS OF ACTIVE LIVING
Registration Number:	4560716	GRS VITALITY INDEX
Registration Number:	4467048	VITALITY INDEX
Registration Number:	4284204	GEN-CHI
Registration Number:	4279981	WHERE REMARKABLE HAPPENS.
Registration Number:	4279982	CREATING REMARKABLE EXPERIENCES
Registration Number:	4404624	CHAMPIONS OF VITALITY
Registration Number:	4404625	CHAMPIONS FOR VITALITY
Serial Number:	85882124	VITALITY PLACE
Serial Number:	85882143	VITALITY NETWORK

Property Type	Number	Word Mark			
Serial Number:	85882167	VITALITY NAVIGATOR			
Serial Number:	85896525	VITALITY PROFESSIONAL ASSOCIATES			
Registration Number:	4545012	VITALITY AT HOME			
Serial Number:	85950468	VITALITY IN HOME			
Serial Number:	85953515	VITALITY DEVICE			
Serial Number:	85953545	GRSFIT			
Serial Number:	86011652	PROUDLY DELIVERYING REMARKABLE OUTCOMES			
Registration Number:	4559580	THE ROAD TO RECOVERY NOW HAS A FAST LANE			
Registration Number:	2992166	GENESIS HEALTHCARE			
Registration Number:	3290077	GENESIS R REHAB SERVICES			
Registration Number:	3139383	GENESIS SELECT CARE			
Registration Number:	4108634	HOMESTEAD			
Registration Number:	2270169				
Registration Number:	3002245	RESPIRATORY HEALTH SERVICES			
Registration Number:	4152838	SUNSOLUTIONS			
Registration Number:	4152913	SUNSOLUTIONS CONSULTING			
Registration Number:	3967928	SOL-OASIS			
Registration Number:	4115645	FUNCTIONAL KITS			
Registration Number:	3757174				
Registration Number:	3938341	SUNSOLUTIONS			
Registration Number:	3690404				
Registration Number:	3579297	SUNBRIDGE			
Registration Number:	3621931	SUN HEALTHCARE GROUP			
Registration Number:	3545505	REHAB RECOVERY SUITES			
Registration Number:	4033022	PATHWAYS TO WELLNESS			
Registration Number:	2202082	SUNBRIDGE			
Registration Number:	2003994	SUNDANCE			
Registration Number:	2175242	CAREERSTAFF UNLIMITED			
Registration Number:	2225922	SUNCARE			
Registration Number:	2225923	SUNFACTORS			
Serial Number:	86321013	VITALITY LIFESTYLE			
Serial Number:	86317221	THE DIFFERENCE IS REMARKABLE.			
Serial Number:	86326992	THE GRS EXPERIENCE			
Serial Number:	86502351	VITAL CONNECTION			
Serial Number:	86502405	WEEKEND WORKS			
Registration Number:	3001319	HOSPICE CARE OF THE WEST			
Registration Number:	3204969	HALLMARK REHABILITATION			
Registration Number:	2985286				

Property Type	Number	Word Mark
Registration Number:	3010897	SKILLED HEALTHCARE
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

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

#### **Total Attachments: 10**

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of February 2, 2015, made by the entities listed on the signature pages and <u>Annex I</u> hereto (the "<u>Grantors</u>"), in favor of General Electric Capital Corporation, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "<u>Administrative Agent</u>").

#### WITNESSETH:

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 Second Amended and Restated Security, Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security, Guarantee and Collateral Agreement"), among GENESIS HEALTHCARE INC. and the entities party thereto listed on Annex I thereto, in favor of the Administrative Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.4 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

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

SECTION 1. Grant of Security Interests. Each Grantor hereby confirms and grants to the Administrative 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 in respect of the foregoing referred to in Schedule 4(b) of the Security, 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

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- (b) All written agreements naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule 4(b) of the Security, 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 Administrative 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. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 3. <u>Rights and Remedies</u>. This Agreement has been entered into in conjunction with the provisions of the Security, Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest thereunder

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to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security, 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 Security, Guarantee and Collateral Agreement, the terms of the Security, Guarantee and Collateral Agreement shall govern.

SECTION 4 <u>Term and Termination</u>. This Agreement shall run concurrently with the Security, Guarantee and Collateral Agreement and shall terminate concurrently.

SECTION 5. <u>Counterparts</u>. 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. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

GECC / Genesis / Trademark Security Agreement \(\mathbb{\text{DC}} - 088650 / 000224 - 6383401\) 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 Slaver Name: Michael S. Sherman

Title: Senior Vice President, General Counsel, Assistant Secretary and Assistant Treasurer

[Signature Page to ABL Trademark Security Agreement]

#### ACCEPTED AND AGREED TO BY:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Administrative Agent

Name: Thomas Buckelew

Title: Duly Authorized Signatory

#### **ANNEX I**

CAREERSTAFF UNLIMITED, LLC
GENESIS IP, LLC
SUN HEALTHCARE GROUP, INC.
SUNBRIDGE HEALTHCARE, LLC
SUNDANCE REHABILITATION LLC
SUNMARK OF NEW MEXICO, LLC
HOSPICE CARE OF THE WEST, LLC
HALLMARK REHABILITATION GP, LLC
SKILLED HEALTHCARE, LLC
CORNERSTONE HOSPICE CALIFORNIA, LLC
THE REHABILITATION CENTER OF OMAHA, LLC

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## Schedule A

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

	100000000000000000000000000000000000000	100000000000000000000000000000000000000	I	1	<b>1</b>	100000000000000000000000000000000000000	
Mark	Appl. Serial No.	Reg. No.	Country	Owners	Next Date	Next Action	Status
			UNITED			Affidavit with	
SPA LIVING	78/841,042	3,420,373	STATES	GENESIS IP, LLC	4/29/2018	Renewal	REGISTERED
GENESIS	78/881,241	3,385,508	UNITED STATES	GENESIS IP, LLC	2/19/2018	Affidavit with Renewal	REGISTERED
CENTAIS	76/661,241	3,363,306	UNITED	GENESIS II , LLC	2/19/2018	Affidavit with	REGISTERED
GRS	78/881,337	3,385,509	STATES	GENESIS IP, LLC	2/19/2018	Renewal	REGISTERED
			UNITED			Affidavit of	
PROGRESSION	77/272,053	3,986,025	STATES	GENESIS IP, LLC	6/28/2017	Use	REGISTERED
REVITALCARE	77/549,463	3,842,169	UNITED STATES	GENESIS IP, LLC	8/31/2016	Affidavit of Use	REGISTERED
REVITALCARE	777549,403	3,042,109	UNITED	GENESIS II , LLC	8/31/2010	Affidavit of	REGISTERED
Miscellaneous Design	77/715,308	3,708,327	STATES	GENESIS IP, LLC	11/10/2015	Use	REGISTERED
PROGRESSION and			UNITED			Affidavit of	
Design	85/049,538	3,996,241	STATES	GENESIS IP, LLC	7/19/2017	Use	REGISTERED
TRANSFORMING THE PATIENTS REHAB			UNITED			Affidavit of	
EXPERIENCE	85/117,564	4,068,278	STATES	GENESIS IP, LLC	12/6/2017	Use	REGISTERED
POWERBACK	00/11/,001	1,000,270	UNITED	CEREBIS II , EEC	12,0,201,	Affidavit of	TEGISTERES
REHABILITATION	85/287,660	4,230,755	STATES	GENESIS IP, LLC	10/23/2018	Use	REGISTERED
REFUSE THE			UNITED			Response to	
NURSING HOME	85/287,696		STATES	GENESIS IP, LLC	5/13/2015	Office Action	ALLOWED
PREVENTING THE			UNITED			Response to	
NURSING HOME	85/288,989		STATES	GENESIS IP, LLC	5/13/2015	Office Action	ALLOWED
AVOIDING THE			UNITED			Response to	
NURSING HOME	85/289,006		STATES	GENESIS IP, LLC	5/7/2015	Office Action	ALLOWED
PATIENT CONTACT HOURS	85/309,770	4,211,713	UNITED STATES	GENESIS IP, LLC	9/18/2018	Affidavit of Use	REGISTERED
PATIENT CARE	83/309,770	7,211,713	UNITED	GENESIS II , LLC	9/10/2010	Affidavit of	REGISTERED
HOURS	85/309,779	4,211,714	STATES	GENESIS IP, LLC	9/18/2018	Use	REGISTERED
			UNITED			Affidavit of	
PCH	85/309,801	4,199,504	STATES	GENESIS IP, LLC	8/28/2018	Use	REGISTERED
DALANCE IN ACTION	95/272 242	4 211 217	UNITED STATES	CENECIC ID LLC	9/18/2018	Affidavit of	REGISTERED
BALANCE IN ACTION	85/372,243	4,211,317	UNITED	GENESIS IP, LLC	9/16/2016	Use Affidavit of	KEGISTEKED
SPA LIKE GYM	85/394,252	4,408,691	STATES	GENESIS IP, LLC	9/24/2019	Use	REGISTERED
	ĺ	, ,	UNITED	,		Affidavit of	
SPA TYPE GYM	85/394,265	4,408,692	STATES	GENESIS IP, LLC	9/24/2019	Use	REGISTERED
VITALITY BY	054400 005	1 200 600	UNITED	GENTERIA IN LL C	0.00.0010	Affidavit of	DE CLOTTED ED
DESIGN	85/422,207	4,388,680	STATES UNITED	GENESIS IP, LLC	8/20/2019	Use Affidavit of	REGISTERED
BRAIN MATTERS	85/421,416	4.478.474	STATES	GENESIS IP, LLC	2/4/2020	Use	REGISTERED
	007 (21,110	1,110,111	UNITED	CERTEDIO II , EEC	2, 1, 2 0 2 0	Affidavit of	TEGOLO TELEB
OUT AND ABOUT	85/421,428	4,478,475	STATES	GENESIS IP, LLC	2/4/2020	Use	REGISTERED
GRS HEALTH AND							
WELLNESS CARE DELIVERY MODEL	85/421,438	4,478,476	UNITED STATES	GENESIS IP, LLC	2/4/2020	Affidavit of Use	REGISTERED
VITALITY	63/421,436	4,470,470	UNITED	GENESIS IF, LLC	2/4/2020	Affidavit of	REGISTERED
SPECIALISTS	85/421,451	4,380,667	STATES	GENESIS IP, LLC	8/6/2019	Use	REGISTERED
ESCAPE THE			UNITED			Affidavit of	
NURSING HOME	85/421,462	4,380,668	STATES	GENESIS IP, LLC	8/6/2019	Use	REGISTERED
VITALITY			INITED			A CC Aprile - C	
SPECIALISTS ESCAPE THE NURSING HOME	85/439,784	4,369,265	UNITED STATES	GENESIS IP, LLC	7/16/2019	Affidavit of Use	REGISTERED
GET YOUR VITALITY	33/137,704	1,507,203	UNITED	CENTEDIO II , EEC	111012017	Affidavit of	IZODIEKED
HERE	85/455,286	4,388,752	STATES	GENESIS IP, LLC	8/20/2019	Use	REGISTERED
			UNITED			Affidavit of	
GET BUSY LIVING	85/455,295	4,478,492	STATES	GENESIS IP, LLC	2/4/2020	Use	REGISTERED

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	Appl						
Mark	Serial No.	Reg. No.	Country	Owners	Next Date	Next Action	Status
			UNITED			Statement of	
GRS VIGOR INDEX	85/553,513		STATES	GENESIS IP, LLC	4/23/2015	Use	ALLOWED
			UNITED			Statement of	
GRS VI	85/553,500		STATES	GENESIS IP, LLC	4/23/2015	Use	ALLOWED
AHGOD DIDEN	05/550 500		UNITED	CENTERIO IN LLC	4/0/2017	Statement of	ALL OTHER
VIGOR INDEX 4 PILLARS OF	85/553,520		STATES UNITED	GENESIS IP, LLC	4/9/2015	Use Affidavit of	ALLOWED
ACTIVE LIVING	85/570,619	4,471,485	STATES	GENESIS IP, LLC	1/21/2020	Use	REGISTERED
FOUR PILLARS OF	63/3/0,019	+,+71,+63	UNITED	OLNESIS II , LLC	1/21/2020	Affidavit of	REGISTERED
ACTIVE LIVING	85/570,629	4,471,486	STATES	GENESIS IP, LLC	1/21/2020	Use	REGISTERED
GRS VITALITY		.,,	UNITED			Affidavit of	
INDEX	85/574,577	4,560,716	STATES	GENESIS IP, LLC	7/1/2020	Use	REGISTERED
			UNITED			Affidavit of	
VITALITY INDEX	85/574,595	4,467,048	STATES	GENESIS IP, LLC	1/14/2020	Use	REGISTERED
			UNITED			Affidavit of	
GEN-CHI	85/646,849	4,284,204	STATES	GENESIS IP, LLC	1/29/2019	Use	REGISTERED
WHERE			LIMITED			A CC: 4	
REMARKABLE HAPPENS.	85/696,079	4,279,981	UNITED STATES	GENESIS IP, LLC	1/22/2019	Affidavit of Use	REGISTERED
CREATING	83/090,079	4,279,981	SIAIES	GENESIS IF, LLC	1/22/2019	Use	REGISTERED
REMARKABLE			UNITED			Affidavit of	
EXPERIENCES	85/696,092	4,279,982	STATES	GENESIS IP, LLC	1/22/2019	Use	REGISTERED
CHAMPIONS OF	,		UNITED	,		Affidavit of	
VITALITY	85/723,147	4,404,624	STATES	GENESIS IP, LLC	9/17/2019	Use	REGISTERED
CHAMPIONS FOR			UNITED			Affidavit of	
VITALITY	85/723,169	4,404,625	STATES	GENESIS IP, LLC	9/17/2019	Use	REGISTERED
						2nd Extension	
AUTO AT TONE DE A CIE	05,000,104		UNITED	ODVECTO ID II C	2/0/2017	Request	ALLOWED
VITALITY PLACE	85/882,124		STATES	GENESIS IP, LLC	2/8/2015	Approved	ALLOWED
			UNITED			2nd Extension Request	
VITALITY NETWORK	85/882,143		STATES	GENESIS IP, LLC	2/8/2015	Approved	ALLOWED
VITALITY	05/002,115		UNITED	GERTESIS II , EEC	2/0/2015	Statement of	TIEBO WED
NAVIGATOR	85/882,167		STATES	GENESIS IP, LLC	4/22/2015	Use	ALLOWED
VITALITY							
PROFESSIONAL			UNITED			Statement of	
ASSOCIATES	85/896,525		STATES	GENESIS IP, LLC	5/26/2015	Use	ALLOWED
AUTO AT TONE ATO MODEL	05/050 450	4.545.010	UNITED	CENTERIC ID II C	61212020	Affidavit of	DEGIGTEDED
VITALITY AT HOME	85/950,458	4,545,012	STATES	GENESIS IP, LLC	6/3/2020	Use	REGISTERED
VITALITY IN HOME	85/950,468		UNITED STATES	GENESIS IP. LLC	4/1/2015	Statement of Use	ALLOWED
VITALITI IN HOME	63/930,408		STATES	GENESIS IF, LLC	4/1/2013	1st Extension	ALLOWED
			UNITED			Request	
VITALITY DEVICE	85/953,515		STATES	GENESIS IP, LLC	2/20/2015	Approved	ALLOWED
				·		2nd Extension	
			UNITED			Request	
GRSFIT	85/953,545		STATES	GENESIS IP, LLC	2/16/2015	Approved	ALLOWED
PROUDLY							
DELIVERING			TIMITETE			Charles to C	
REMARKABLE OUTCOMES	86/011,652		UNITED STATES	GENESIS IP, LLC	3/18/2015	Statement of Use	ALLOWED
THE ROAD TO	80/011,032		SIAILS	GENESIS II , LLC	3/16/2013	USE	ALLOWED
RECOVERY NOW			UNITED			Affidavit of	
HAS A FAST LANE	86/107,082	4,559,580	STATES	GENESIS IP, LLC	7/1/2020	Use	REGISTERED
GENESIS				,			
HEALTHCARE			UNITED			Affidavit with	
(Stylized)	78/429,922	2,992,166	STATES	GENESIS IP, LLC	9/6/2015	Renewal	REGISTERED
GENESIS R REHAB			UNITED			Affidavit with	
SERVICES & Design	77/060,033	3,290,077	STATES	GENESIS IP, LLC	9/11/2017	Renewal	REGISTERED
GENESIS SELECT			UNITED			Affidavit with	
CARE	75/856,023	3,139,383	STATES	GENESIS IP, LLC	9/5/2016	Renewal	REGISTERED
HOMEGER	05/05/05	4 400 55	UNITED		2.2.2	Affidavit of	DEGISTE
HOMESTEAD	85/378,256	4,108,634	STATES		3/6/2018	Use	REGISTERED
MISCELLANEOUS	75/204 915	2 270 160	UNITED	CENECIC ID I I C	9/17/2010	Affidavit with	DECICTEDED
DESIGN	75/304,815	2,270,169	STATES	GENESIS IP, LLC	8/17/2019	Renewal	REGISTERED

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Mark	Appl. Serial No.	Reg. No.	Country	Owners	Next Date	Next Action	Status
RESPIRATORY HEALTH SERVICES & Design	76/375,832	3,002,245	UNITED STATES	GENESIS IP, LLC	9/27/2015	Affidavit with Renewal	REGISTERED
SUNSOLUTIONS	85/305,989	4,152,838	UNITED STATES	SUNDANCE REHABILITATION CORPORATION	6/5/2018	Affidavit of Use	REGISTERED
SUNSOLUTIONS CONSULTING & Design	85/321,639	4,152,913	UNITED STATES	SUNDANCE REHABILITATION CORPORATION	6/5/2018	Affidavit of Use	REGISTERED
SOL-OASIS	85/090,977	3,967,928	UNITED STATES	SUNBRIDGE HEALTHCARE CORPORATION	5/24/2017	Affidavit of Use	REGISTERED
FUNCATION KITS (STYLIZED) & Design	85/062,338	4,115,645	UNITED STATES	SUNDANCE REHABILITATION CORPORATION	3/20/2018	Affidavit of Use	REGISTERED
Design Only	77/780,971	3,757,174	UNITED STATES	SUNDANCE REHABILITATION CORPORATION SUNMARK OF	3/9/2016	Affidavit of Use	REGISTERED
SUNSOLUTIONS	77/599,850	3,938,341	UNITED STATES	NEW MEXICO, INC.	3/29/2017	Affidavit of Use	REGISTERED
Design Only	77/541,565	3,690,404	UNITED STATES	SUNMARK OF NEW MEXICO, INC.	9/29/2015	Affidavit of Use	REGISTERED
SUNBRIDGE	77/481,976	3,579,297	UNITED STATES	SUNMARK OF NEW MEXICO, INC.	2/24/2015	Affidavit of Use	REGISTERED
SUN HEALTHCARE GROUP	77/481,998	3,621,931	UNITED STATES	SUN HEALTH CARE GROUP, INC.	5/19/2015	Affidavit of Use	REGISTERED
REHAB RECOVERY SUITES	77/251,631	3,545,505	UNITED STATES	SUNBRIDGE HEALTHCARE CORPORATION	12/9/2014	Affidavit of Use	REGISTERED
PATHWAYS TO WELLNESS	77/251,547	4,033,022	UNITED STATES	SUNDANCE REHABILITATION CORPORATION	10/4/2017	Affidavit of Use	REGISTERED
SUNBRIDGE	75/238,479	2,202,082	UNITED STATES	SUNMARK OF NEW MEXICO, INC.	11/3/2018	Affidavit with Renewal	REGISTERED
SUNDANCE	74/641,024	2,003,994	UNITED STATES	SUNMARK OF NEW MEXICO, INC.	10/1/2016	Affidavit with Renewal	REGISTERED
CAREERSTAFF UNLIMITED	74/567,789	2,175,242	UNITED STATES	CAREERSTAFF UNLIMITED, INC.	7/21/2018	Affidavit with Renewal	REGISTERED
SUNCARE (Stylized)	75/426,695	2,225,922	UNITED STATES	SUNMARK OF NEW MEXICO, INC.		T201 a	REGISTERED
SUNFACTORS	75/426,711	2,225,923	UNITED STATES UNITED		7/30/1998	Filing Deadline	REGISTERED
VITALITY LIFESTYLE	86/321,013		STATES	GENESIS IP, LLC		C	PENDING
THE DIFFERENCE IS REMARKABLE.	86/317,221		UNITED STATES	GENESIS IP, LLC	7/6/2015	Statement of Use	ALLOWED
THE GRS EXPERIENCE	86/326,992		UNITED STATES	GENESIS IP, LLC			PENDING
GRS HEALTH SERVICES and Design			CHINA	GENESIS IP, LLC	2/6/2015	Response to Office Action HARD DEADLINE	MAILED
VITAL CONNECTION	86/502,351		UNITED STATES				PENDING

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Mark	Appl. Serial No.	Don No	Consessor	Owners	Novi Pioro	Next Action	
			UNITED				
WEEKEND WORKS	86/502,405		STATES				PENDING

Docket No.	Registrant	Trademark	Status	Serial No.	File Date	Reg. No.	Reg. Date	Renewal Due
	Hospice Care	HOSPICE CARE						
	of the West,	OF THE WEST and			30-Apr-		27-Sep-	
52528	LLC	design	Registered	78/411725	2004	3001319	2005	27-Sep-2015
	Hallmark	HALLMARK						•
	Rehabilitation	REHABILITATION			30-Apr-		06-Feb-	
52529	GP, LLC	and design	Registered	78/411727	2004	3204969	2007	06-Feb-2017
	Skilled	_	_					
	Healthcare,				30-Apr-		16-Aug-	
52530	LLC	Design (diamond)	Registered	78/411723	2004	2985286	2005	16-Aug-2015
	Skilled	SKILLED						_
	Healthcare,	HEALTHCARE and			30-Apr-		01-Nov-	
52531	LLC	design	Registered	78/411729	2004	3010897	2005	01-Nov-2015
	Skilled	EXPRESS						
	Healthcare,	RECOVERY			26-Aug-		22-Nov-	
53402	LLC	(stylized)	Registered	78/474053	2004	3017690	2005	22-Nov-2015
	Skilled							
	Healthcare,	Design (Vintage			04-Feb-		14-Feb-	
54295	LLC	Park Logo)	Registered	78/561218	2005	3058959	2006	14-Feb-2016
	Hallmark							
	Rehabilitation				16-May-		24-Apr-	
57468	GP, LLC	Design (5-hand star)	Registered	78/885112	2006	3233027	2007	24-Apr-2017
	Skilled							
	Healthcare,	PULMONARY			11-May-		23-Sep-	
59813	LLC	ADVANTAGE	Registered	77/179331	2007	3506047	2008	23-Sep-2018
	Skilled							
	Healthcare,				14-Jun-		17-Jun-	
60066	LLC	RENEW (stylized)	Registered	77/206541	2007	3450606	2008	17-Jun-2018
62.642	Cornerstone							
	Hospice							
	California,	CORNERSTONE			06-Mar-		09-Jan-	
68648	LLC	HOSPICE	Registered	78/830560	2006	3196607	2007	09-Jan-2017
	The							
	Rehabilitation							
	Center of	Lindenwood	Nebraska			NE	08-April-	
	Omaha, LLC	Assisted Living	Registered			10146945	2011	

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**RECORDED: 02/03/2015**