

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthSouth Acquisition Holdings, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HealthSouth Corporation		
Street Address:	One HealthSouth Parkway		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4730808	RELIANT HOSPITAL PARTNERS	
Registration Number:	4730809	RELIANT ABILENE	
Registration Number:	4742616	RELIANT ABILENE	
Registration Number:	4730810	RELIANT AUSTIN	
Registration Number:	4742617	RELIANT AUSTIN	
Registration Number:	4730812	RELIANT CENTRAL TEXAS	
Registration Number:	4742618	RELIANT CENTRAL TEXAS	
Registration Number:	4730813	RELIANT DALLAS	
Registration Number:	4746775	RELIANT DALLAS	
Registration Number:	4730814	RELIANT MID-CITIES	
Registration Number:	4730815	RELIANT MID-CITIES	
Registration Number:	4723028	RELIANT NORTH HOUSTON	
Registration Number:	4730816	RELIANT NORTH HOUSTON	
Registration Number:	4723030	RELIANT NORTH TEXAS	
Registration Number:	4730817	RELIANT NORTH TEXAS	
Registration Number:	4730818	RELIANT NORTHWEST HOUSTON	
Registration Number:	4742620	RELIANT NORTHWEST HOUSTON	
Registration Number:	4731510	DAYTON REHABILITATION INSTITUTE	
Registration Number:	4731512	DAYTON	
TRADEMARK			

OP \$665.00 4730808

Property Type	Number	Word Mark
Registration Number:	4825330	NEW ENGLAND REHABILITATION HOSPITAL
Registration Number:	4738814	NEW ENGLAND
Registration Number:	4825331	BRAINTREE REHABILITATION HOSPITAL
Registration Number:	4727766	BRAINTREE
Registration Number:	4825332	BRAINTREE & NEW ENGLAND REHABILITATION H
Registration Number:	4727767	BRAINTREE & NEW ENGLAND
Registration Number:	3748850	RELIANT HOSPITAL PARTNERS

CORRESPONDENCE DATA

Fax Number: 2054886267

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: 205-521-8267

Email: devans@babco.com

Correspondent Name: Donita Evans

Address Line 1: 1819 Fifth Avenue North

Address Line 2: Bradley Arant Boult Cummings LLP

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	T102131US29LF
NAME OF SUBMITTER:	Donita Evans
SIGNATURE:	/donita evans/
DATE SIGNED:	02/05/2016

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into this 1 day of October, 2015, by and between HealthSouth Acquisition Holdings, LLC, a Delaware limited liability company (the "Assignor"), and HealthSouth Corporation, a Delaware corporation (the "Assignee"), and is effective as of the date set forth above.

RECITALS:

A. Pursuant to an Assignment Agreement dated October 1, 2015 by and between Assignor and Reliant Hospital Partners, LLC, a Delaware limited liability company, which is attached hereto as Exhibit A and incorporated by this reference, Assignor acquired and is the owner of all right, title and interest in and to each trademark (including common law rights, and including all registrations, renewals and applications thereof), trade name, service mark, trade dress, logo, and name, along with the goodwill associated therewith, in the names and marks identified on Schedule A to the attached Assignment Agreement (the "Assigned Marks").

B. The Assignor has agreed to assign all right, title and interest in and to the Assigned Marks to the Assignee.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor hereby irrevocably sells, assigns, transfers and conveys to the Assignee, its successors and assigns, in perpetuity, all of the Assignor's right, title, and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks, throughout the world, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits, and any other remedy (monetary, injunctive, declaratory or other), for any past, present, or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty, or wrong in relation to the Assigned Marks, or any license, agreement, contract, or other matter relating thereto, worldwide and forever.

2. This Assignment and the covenants and agreements contained herein shall be binding upon the Assignor, its successors and assigns and shall inure to the benefit of the Assignee, its successors and assigns.

This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Alabama (without application of principles of conflict of laws) and the federal laws of the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalves by their respective duly authorized representatives all as of the day and year first above written.

ASSIGNOR:
HEALTHSOUTH ACQUISITION HOLDINGS, LLC,
a Delaware limited liability company

By: Mark J. Tarr
Name: Mark J. Tarr
Its: President

ASSIGNEE:
HEALTHSOUTH CORPORATION, a Delaware
corporation

By: John P. Whittington
Name: John P. Whittington
Its: EVP

EXHIBIT A
TO TRADEMARK ASSIGNMENT BY AND BETWEEN
HEALTHSOUTH ACQUISITION HOLDINGS, LLC
AND
HEALTHSOUTH CORPORATION

A-1

1:3917785.1

TRADEMARK
REEL: 005725 FRAME: 0656

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Assignment"), dated as of October 1, 2015 (the "Effective Date"), is by and between Reliant Hospital Partners, LLC, a Delaware limited liability company ("Assignor") and HealthSouth Acquisition Holdings, LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Acquisition Agreement (defined herein below).

WHEREAS, the Assignor and Assignee are parties to that certain Acquisition Agreement, dated as of June 10, 2015 (the "Acquisition Agreement"), by and among (i) Reliant Holding Company, LLC, a Delaware limited liability company, (ii) Assignor, (iii) Nautic Partners VI, L.P., a Delaware limited partnership, (iv) Nautic Partners VI-A, L.P., a Delaware limited partnership, (v) Reliant Blocker Corp., a Delaware corporation, (vi) the parties listed as "Additional Indemnitors" on the signature pages thereto, (vii) HealthSouth Corporation, a Delaware corporation, (viii) Assignee, and (ix) Nautic Management VI, L.P., a Delaware limited partnership;

WHEREAS, pursuant to the Acquisition Agreement, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the IP Assets; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property owned by Assignor and used or held for use in the Business, including all Intellectual Property identified on Schedule A (the "IP Assets").

2. Further Assurances. After the date hereof, the Assignor shall, from time to time, at the request of the Assignee, and without further expense to the Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as the Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement and to vest in the Assignee good and marketable title to the IP Assets, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the IP Assets with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) and, with respect to any foreign rights included in the IP Assets, with any applicable foreign or international office or registrar.

3. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Acquisition Agreement.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date above first written.

ASSIGNOR:
Reliant Hospital Partners, LLC

By: _____
Name: Chester Crouch
Title: Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:
HealthSouth Acquisition Holdings, LLC

By:  _____
Name: Robert W. McCallum, III
Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A TO ASSIGNMENT AGREEMENT

Trademark	Reg. No. (Reg. Date)	Owner	Status
RELIANT HOSPITAL PARTNERS	4730808	Reliant Hospital Partners	Registered
RELIANT ABILENE	4730809	Reliant Hospital Partners	Registered
RELIANT ABILENE and design	4742616	Reliant Hospital Partners	Registered
RELIANT AUSTIN	4730810	Reliant Hospital Partners	Registered
RELIANT AUSTIN and design	4742617	Reliant Hospital Partners	Registered
RELIANT CENTRAL TEXAS	4730812	Reliant Hospital Partners	Registered
RELIANT CENTRAL TEXAS and design	4742618	Reliant Hospital Partners	Registered
RELIANT DALLAS	4730813	Reliant Hospital Partners	Registered
RELIANT DALLAS and design	4746775	Reliant Hospital Partners	Registered
RELIANT MID-CITIES	4730814	Reliant Hospital Partners	Registered
RELIANT MID-CITIES and design	4730815	Reliant Hospital Partners	Registered
RELIANT NORTH HOUSTON	4723028	Reliant Hospital Partners	Registered
RELIANT NORTH HOUSTON and design	4730816	Reliant Hospital Partners	Registered
RELIANT NORTH TEXAS	4723030	Reliant Hospital Partners	Registered
RELIANT NORTH TEXAS and design	4730817	Reliant Hospital Partners	Registered

Trademark	Reg. No. (Reg. Date)	Owner	Status
RELIANT NORTHWEST HOUSTON	4730818	Reliant Hospital Partners	Registered
RELIANT NORTHWEST HOUSTON and design	4742620	Reliant Hospital Partners	Registered
DAYTON REHABILITATION INSTITUTE	4731510	Reliant Hospital Partners	Registered
DAYTON and design	4731512	Reliant Hospital Partners	Registered
NEW ENGLAND REHABILITATION HOSPITAL	4825330	Reliant Hospital Partners	Registered
NEW ENGLAND and design	4738814	Reliant Hospital Partners	Registered
BRAINTREE REHABILITATION HOSPITAL	4825331	Reliant Hospital Partners	Registered
BRAINTREE and design	4727766	Reliant Hospital Partners	Registered
BRAINTREE & NEW ENGLAND REHABILITATION	4825332	Reliant Hospital Partners	Registered
BRAINTREE & NEW ENGLAND and design	4727767	Reliant Hospital Partners	Registered
RELIANT HOSPITAL PARTNERS	3748850	Reliant Hospital Partners	Registered