

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prestige Care, Inc.		03/31/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1821911	PRESTIGE	
Registration Number:	4640316	PRESTIGE	
Registration Number:	1859003	P	
Registration Number:	4624584	P	
Registration Number:	4624589	P	
Registration Number:	4625042	EXPRESSIONS	
Registration Number:	4625041	EXPRESSIONS	
Serial Number:	86231116	MY MEMOIRS	
Registration Number:	4757167	CELEBRATIONS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		

CH \$240.00 1821911

ATTORNEY DOCKET NUMBER:	23182-81 2DAMDTMSA PRESTI
NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	04/05/2016

Total Attachments: 8

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of March 31, 2016, is made by **PRESTIGE CARE, INC.**, a Washington corporation ("Parent"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain (a) Credit Agreement dated as of September 20, 2013, as amended by that certain First Amendment to Credit Agreement dated as of December 16, 2013 (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Parent, as parent, **CARE CENTER (ANCHORAGE), INC.** ("Anchorage"), an Oregon corporation, **CARE CENTER (CASCADE TERRACE) INC.** ("Cascade Terrace"), an Oregon corporation, **CARE CENTER (MOLALLA) INC.** ("Molalla"), an Oregon corporation, **CARE CENTER (PARK FOREST) INC.** ("Park Forest"), an Oregon corporation, and **CARE CENTER (TOPPENISH), INC.**, an Oregon corporation ("Toppenish"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, (b) Joinder No. 1 to Credit Agreement dated as of November 26, 2014, by and among **CARE CENTER (HAZEL DELL), INC.**, an Oregon corporation ("Hazel Dell"), **CARE CENTER (REEDWOOD), INC.**, an Oregon corporation ("Reedwood") each Lender party thereto and Agent, and (c) Joinder No. 2 and Second Amendment to Credit Agreement dated as of the date hereof, by and among **CARE CENTER (LINDA VISTA) INC.**, an Oregon corporation ("Linda Vista"); together with Anchorage, Cascade Terrace, Hazel Dell, Molalla, Park Forest, Reedwood and Toppenish, are referred to hereinafter individually and collectively, jointly and severally, as the "Borrowers"), each Lender party thereto and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Parent and Borrowers shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 20, 2013, as amended by that certain Joinder No. 1 and First Amendment to Guaranty and Security Agreement dated as of November 26, 2014, as amended by that certain Joinder No. 2 and Second Amendment to Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Parent is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Parent hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Parent's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business, which business is ongoing and existing, connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Parent against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Parent hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Parent shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Parent shall give prompt notice in writing to Agent with respect to any such new trademarks, trademark applications, or renewal or extension of any trademark registration. Without limiting Parent's obligations under this Section, Parent hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Parent. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

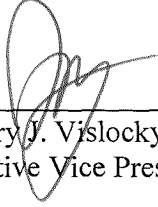
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

PARENT:

PRESTIGE CARE, INC., a Washington corporation

By: 
Name: Gregory J. Vislocky
Title: Executive Vice President, Finance

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association, as
Agent

By:  _____

Name: Steve Scott

Its Authorized Signatory


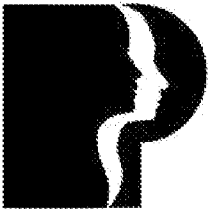
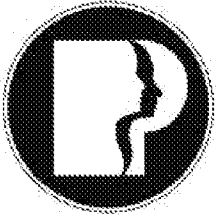
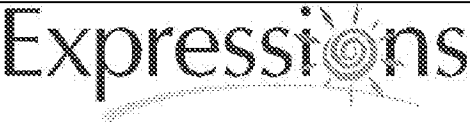
[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY
AGREEMENT]

TRADEMARK
REEL: 005765 FRAME: 0951

Supplemental Schedules to Joinder of Linda Vista
HUD AR Line of Credit

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications
February 17, 2016

Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Prestige Care, Inc.	PRESTIGE	U.S.	1,821,911	February 15, 1994
Prestige Care, Inc.	PRESTIGE	U.S.	4,640,316	November 18, 2014
Prestige Care, Inc.		U.S.	1,859,003	October 18, 1994
Prestige Care, Inc.		U.S.	4,624,584	October 21, 2014
Prestige Care, Inc.		U.S.	4,624,589	October 21, 2014
Prestige Care, Inc.		U.S.	4,625,042	October 21, 2014
Prestige Care, Inc.	EXPRESSIONS	U.S.	4,625,041	October 21, 2014

Prestige Care, Inc.	EXPRESSIONS	European Union	013243688	February 13, 2015
Prestige Care, Inc.	EXPRESSIONS (Class 45)	Mexico	1,526,720	September 11, 2014
Prestige Care, Inc.	EXPRESSIONS (Class 43)	Mexico	1,583,084	November 22, 2015
Prestige Care, Inc.	MY MEMOIRS	U.S.	86/231,116	March 25, 2014
Prestige Care, Inc.		U.S.	4,757,167	June 16, 2015

Trade Names

Prestige Care and Rehabilitation - Anchorage
Cascade Terrace Nursing and Rehabilitation
Discovery Nursing and Rehab/Expressions Memory Care at Discovery Nursing & Rehab
Linda Vista Nursing and Rehabilitation
Molalla Manor Care Center / Expressions Memory Care at Molalla Care Center
Park Forest Care Center
Prestige Care and Rehabilitation - Reedwood
Toppenish Nursing and Rehabilitation

Common Law Trademarks

See Trade Names

Trademarks Not Currently In Use

None

Trademark Licenses

None