

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Promise Hospital of Ascension, Inc.		03/21/2016	Corporation: FLORIDA
Promise Hospital of Baton Rouge, Inc.		03/21/2016	Corporation: LOUISIANA
Promise Hospital of Dade, Inc.		03/21/2016	Corporation: DELAWARE
Promise Hospital of Florida at The Villages, Inc.		03/21/2016	Corporation: FLORIDA
Promise Hospital of Lee, Inc.		03/21/2016	Corporation: DELAWARE
PROMISE HOSPITAL OF LOUISIANA, INC.		03/21/2016	Corporation: LOUISIANA
Promise Hospital of Phoenix, Inc.		03/21/2016	Corporation: FLORIDA
PROMISE HOSPITAL OF SALT LAKE, INC.		03/21/2016	Corporation: LOUISIANA
PROMISE HOSPITAL OF VICKSBURG, INC.		03/21/2016	Corporation: LOUISIANA
QUANTUM HEALTH, INC.		03/21/2016	Corporation: CALIFORNIA
St. Alexius Hospital Corporation #1		03/21/2016	Corporation: MISSOURI
PROMISE HOSPITAL OF DALLAS, INC.		03/21/2016	Corporation: TEXAS
Promise Hospital of Wichita Falls, Inc.		03/21/2016	Corporation: TEXAS
Promise Hospital of Overland Park, Inc.		03/21/2016	Corporation: KANSAS
PROMISE SKILLED NURSING FACILITY OF WICHITA FALLS, INC.		03/21/2016	Corporation: TEXAS
PROMISE SKILLED NURSING FACILITY OF OVERLAND PARK, INC.		03/21/2016	Corporation: KANSAS
Promise Healthcare Group, LLC		03/21/2016	Limited Liability Company: DELAWARE
Promise Healthcare Holdings, Inc.		03/21/2016	Corporation: DELAWARE
Promise Healthcare, Inc.		03/21/2016	Corporation: FLORIDA
Promise Healthcare of		03/21/2016	Corporation: CALIFORNIA

OP \$90.00 86568231

TRADEMARK

Name	Formerly	Execution Date	Entity Type
California, Inc.			
HLP HealthCare, Inc.		03/21/2016	Corporation: CALIFORNIA
PH-ELA, Inc.		03/21/2016	Corporation: CALIFORNIA
PROMISE HEALTHCARE #2, INC.		03/21/2016	Corporation: FLORIDA
Success Healthcare 1, LLC		03/21/2016	Limited Liability Company: CALIFORNIA
Success Healthcare, LLC		03/21/2016	Limited Liability Company: CALIFORNIA
Success Healthcare 2, LLC		03/21/2016	Limited Liability Company: CALIFORNIA
Professional Rehabilitation Hospital, L.L.C.		03/21/2016	Limited Liability Company: LOUISIANA
Promise Hospital of East Los Angeles, L.P.		03/21/2016	Limited Partnership: CALIFORNIA

#### RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	National Banking Association: UNITED STATES

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86568231	VOW
Serial Number:	86511199	PROMISE
Serial Number:	86908045	VOW

#### CORRESPONDENCE DATA

**Fax Number:** 4044435697

*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:** 404-443-5543

**Email:** lallen@mcguirewoods.com

**Correspondent Name:** Anthony Cianciotti, Esq.

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 1230 Peachtree Street, N.E., Suite 2100

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	2050289-0105 PROMISE
<b>NAME OF SUBMITTER:</b>	Latosha E. Allen
<b>SIGNATURE:</b>	/Latosha E. Allen/
<b>DATE SIGNED:</b>	04/20/2016

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of March 21, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for 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 Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **PROMISE HEALTHCARE GROUP, LLC**, a Delaware limited liability company (“Parent”), the Subsidiaries of Parent identified as Guarantors on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a “Guarantor” and individually and collectively, jointly and severally, as the “Guarantors”), and the Subsidiaries of Parent identified as Borrowers on the signature pages thereof (such Subsidiaries are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), 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 Grantors 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 the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are 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, each Grantor 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.** Each Grantor 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 such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any 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, or any of them, 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. Each Grantor 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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 page follows]

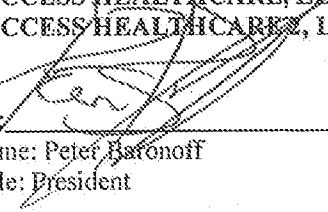
IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

PROMISE HOSPITAL OF ASCENSION, INC.  
PROMISE HOSPITAL OF BATON ROUGE, INC.  
PROMISE HOSPITAL OF DADE, INC.  
PROMISE HOSPITAL OF FLORIDA AT THE VILLAGES, INC.  
PROMISE HOSPITAL OF LEE, INC.  
PROMISE HOSPITAL OF LOUISIANA, INC.  
PROMISE HOSPITAL OF PHOENIX, INC.  
PROMISE HOSPITAL OF SALT LAKE, INC.  
PROMISE HOSPITAL OF VICKSBURG, INC.  
QUANTUM HEALTH, INC.  
ST. ALEXIUS HOSPITAL CORPORATION #1  
PROMISE HOSPITAL OF DALLAS, INC.  
PROMISE HOSPITAL OF WICHITA FALLS, INC.  
PROMISE HOSPITAL OF OVERLAND PARK, INC.  
PROMISE SKILLED NURSING FACILITY OF WICHITA FALLS, INC.  
PROMISE SKILLED NURSING FACILITY OF OVERLAND PARK, INC.  
PROMISE HEALTHCARE GROUP, LLC  
PROMISE HEALTHCARE HOLDINGS, INC.  
PROMISE HEALTHCARE, INC.  
PROMISE HEALTHCARE OF CALIFORNIA, INC.  
HLP HEALTHCARE, INC.  
PH-ELA, INC.  
PROMISE HEALTHCARE #3, INC.

By:   
Name: Peter Baronoff  
Title: Chief Executive Officer

SUCCESS HEALTHCARE 1, LLC  
SUCCESS HEALTHCARE, LLC  
SUCCESS HEALTHCARE 2, LLC

By:   
Name: Peter Baronoff  
Title: President

**PROFESSIONAL REHABILITATION HOSPITAL, L.L.C.**

By: Promise Healthcare, Inc., its Managing Member

By:  \_\_\_\_\_

Name: Peter Baronof  
Title: Chief Executive Officer

**PROMISE HOSPITAL OF EAST LOS ANGELES, L.P., a  
California limited partnership**

By: Promise Healthcare of California, Inc., its General Partner

By:  \_\_\_\_\_

Name: Peter Baronof  
Title: Chief Executive Officer



AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: 

Name: Luis Meade

Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Serial No. and Filing Date</b>	<b>Registration No. and Registration Date</b>
Promise Healthcare, Inc.	USA	VOW	86568231 March 18, 2015	
Promise Healthcare, Inc.	USA	PROMISE	86511199 January 22, 2015	4803605 September 1, 2015
Promise Healthcare, Inc.	USA	VOW	86908045	

**Trade Names**

<b>Grantor</b>	<b>Trade Name</b>
Promise Hospital of East Los Angeles, L.P.	Suburban Medical Center
Professional Rehabilitation Hospital, LLC	Promise Hospital of Miss Lou
Quantum Health, Inc.	Promise Hospital of San Diego
Success Healthcare 1, LLC	Silver Lakes Medical Center
Promise Hospital of Dade, Inc.	Promise Hospital of Miami
Promise Hospital of Lee, Inc.	Promise Hospital of Fort Myers
Promise Hospital of Ascension, Inc.	Promise Hospital Baton Rouge

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Comments</b>
Promise Healthcare, Inc.	USA	PROMISE HOSPITAL	Abandoned mark 12/11/13
Promise Healthcare, Inc.	USA	FOR SERIOUS RECOVERY	Cancelled mark 7/4/14
Promise Healthcare, Inc.	USA	WE'RE SERIOUS ABOUT RECOVERY	Cancelled mark 7/4/14
Promise Healthcare, Inc.	USA	PROMISE HEALTHCARE	

**Trademark Licenses**

None.