TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Lifecare Management Services LLC		02/14/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent
Street Address:	11 MADISON AVE.
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5130693	LIFECARE HEALTH PARTNERS
Registration Number:	5036081	OUR LIFE IS YOUR CARE
Serial Number:	87237669	

CORRESPONDENCE DATA

Fax Number: 2128721002

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: 212-872-8074
Email: swithers@akingump.com, kkoehler@akingump.com
Correspondent Name: Sarah Withers
Address Line 1: One Bryant Park
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	02/15/2017

Total Attachments: 7
source=LifeCare - IP Security Agreement (Term)_Executed#page1.tif
source=LifeCare - IP Security Agreement (Term)_Executed#page2.tif
source=LifeCare - IP Security Agreement (Term)_Executed#page3.tif

CH $90.00 5130693

source=LifeCare - IP Security Agreement (Term)_Executed#page4.tif
source=LifeCare - IP Security Agreement (Term)_Executed#page5.tif
source=LifeCare - IP Security Agreement (Term)_Executed#page6.tif
source=LifeCare - IP Security Agreement (Term)_Executed#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***") dated February 14, 2017, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LifeCare Holdings LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of May 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Hospital Acquisition Intermediate Sub LLC, a Delaware limited liability company, certain Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent for such Lenders.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement and the entry into Secured Cash Management Agreements and the Secured Swap Agreements from time to time, each Grantor has executed and delivered that certain Security Agreement dated May 31, 2013 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

(i) all United States patents, patent applications set forth in Schedule A hereto, all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, all utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the "***Patents***");

(ii) all United States trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications solely to the extent that, and

TRADEMARK
REEL: 005989 FRAME: 0430

solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) set forth in Schedule B hereto, and all common-law rights related thereto, together, in each case, with the goodwill symbolized thereby (the "***Trademarks***");

(iii) all works of authorship and copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered and whether published or unpublished set forth in Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement is expressly subject to the terms and conditions of the Security Agreement and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder

TRADEMARK
REEL: 005989 FRAME: 0431

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

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

TRADEMARK
REEL: 005989 FRAME: 0432

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
5340 Legacy Drive, Suite 150
Plano, TX 75024

NEW LIFECARE HOSPITALS OF MILWAUKEE LLC
NEW LIFECARE MANAGEMENT SERVICES LLC

By _____
Name: Chris Walker
Title: Chief Financial Officer

Schedule A

Patents

None.

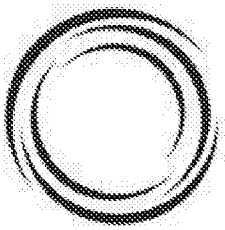
Schedule B

Trademarks

Domain Names:

Grantor	Domain Name
New LifeCare Management Services LLC	www.lifecare-hospitals.com

Trademarks:

Registrant	Trademark	Country/State	Application No./ Registration No.	Expiration Date
New LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals of Wisconsin	United States/Wisconsin	WI20075701348	2/28/2017
New LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals of Wisconsin – Center For Advanced Wound Healing	United States/Wisconsin	WI20095901665	3/18/2019
New LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals of Wisconsin	United States/Wisconsin	WI20141442924	7/9/2024
New LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals Center For Advanced Wound Healing	United States/Wisconsin	WI20141442925	7/9/2024
New LifeCare Management Services LLC	LifeCare Health Partners	United States	5130693	1/24/2027
New LifeCare Management Services LLC	Circles Design for LifeCare Health Partners 	United States	Serial no. 87237669	Application Pending
New LifeCare Management Services LLC	Our Life is your Care	United States	5036081	9/6/2026

Schedule C

Copyrights

None.