

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCR Healthcare, LLC, as grantor		07/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RD Credit, LLC, as collateral agent		
Street Address:	375 Park Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	3571183	ARCADIA	
Registration Number:	3334641	ARDEN COURTS	
Registration Number:	3613386	ARDEN COURTS	
Registration Number:	3797279	A PROVEN LEADER	
Registration Number:	3918780	A PROVEN LEADER IN RETURNING PATIENTS HO	
Registration Number:	1907765	CARELINE	
Registration Number:	3470600	CARING HEARTS CAMP	
Registration Number:	3918778	CHOOSE A PROVEN LEADER	
Registration Number:	2885686	CIRCLE OF CARE	
Registration Number:	3499454	ENGAGEMENT THERAPY TREATMENT MIRRORING T	
Registration Number:	2860093	GUARDIAN ANGEL PROGRAM	
Registration Number:	3026063	HCR	
Registration Number:	1793002	HCR	
Registration Number:	3110896	HCR MANOR CARE	
Registration Number:	3603831	HCR MANORCARE	
Registration Number:	2894246	HCR MANORCARE CIRCLE OF CARE	
Registration Number:	1300002	HEARTLAND	
Registration Number:	3026062	HEARTLAND	
Registration Number:	3709181	HEARTLAND CARE PARTNERS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3709182	HEARTLAND CARE PARTNERS
Registration Number:	3470607	HEARTLAND CARING HEARTS CAMP
Registration Number:	3603830	HEARTLAND ENRICHING LIFE.
Registration Number:	3299315	HEARTLAND HOSPICE HOUSE
Registration Number:	2200548	HEARTLAND INFORMATION SERVICES
Registration Number:	2898658	HEART'S DESIRE
Registration Number:	3432683	HTPN WORK INJURY MANAGEMENT
Registration Number:	3255962	HUG FUND
Registration Number:	3571185	LINDEN VILLAGE
Registration Number:	2145784	M
Registration Number:	2144065	M MANORCARE HEALTH SERVICES
Registration Number:	0914464	MANOR CARE
Registration Number:	3243245	MANOR CARE
Registration Number:	3603832	MANORCARE
Registration Number:	2141949	MANORCARE HEALTH SERVICES
Registration Number:	2145785	MANORCARE HEALTH SERVICES
Registration Number:	3460734	MEDBRIDGE
Registration Number:	3885115	MILESTONE HEALTHCARE
Registration Number:	1903165	
Registration Number:	2141950	
Registration Number:	3184993	SAAFE
Registration Number:	1985274	SPRINGHOUSE
Registration Number:	3613385	SPRINGHOUSE
Registration Number:	1668064	THALIA
Registration Number:	3874972	THE PARC
Registration Number:	3874971	THE PARC
Registration Number:	1352186	THE WILLIAMSBURG
Registration Number:	1320066	THE WILLIAMSBURG
Registration Number:	3918779	YOUR BEST WAY HOME IS THROUGH OUR DOORS
Serial Number:	77868155	

CORRESPONDENCE DATA

Fax Number: 2128721022

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: 212-872-7455

Email: chely@akingump.com, kkoehler@akingump.com

Correspondent Name: Charlie Hely

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036

TRADEMARK

REEL: 006109 FRAME: 0417

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	07/19/2017
Total Attachments: 6 source=Grant of Security Interest in Trademark Rights (executed 7.17.17)#page1.tif source=Grant of Security Interest in Trademark Rights (executed 7.17.17)#page2.tif source=Grant of Security Interest in Trademark Rights (executed 7.17.17)#page3.tif source=Grant of Security Interest in Trademark Rights (executed 7.17.17)#page4.tif source=Grant of Security Interest in Trademark Rights (executed 7.17.17)#page5.tif source=Grant of Security Interest in Trademark Rights (executed 7.17.17)#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of July 17 , 2017 is made by HCR Healthcare, LLC, a Delaware limited liability company, as grantor (the “Grantor”), in favor of RD Credit, LLC, as collateral agent (the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time party to the Credit Agreement, dated as of July 17 , 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HCR Home Health Care and Hospice, LLC, an Ohio limited liability company (the “Borrower”), the Lenders, the Collateral Agent, and the other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of July 17 , 2017, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (as defined in the Guarantee and Collateral Agreement); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all

rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HCR HEALTHCARE, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Daniel Hill Kight
Title: Treasurer

RD CREDIT, LLC,
as Collateral Agent

By: 

Name: VIVEK MELWANI

Title: SENIOR MANAGING DIRECTOR

SCHEDULE A

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS	FILING DATE	REGISTRATION DATE
ARCADIA	US	77/211,726	3,571,183	REGISTERED	06/20/2007	02/10/2009
ARDEN COURTS	US	78/804,666	3,334,641	REGISTERED	02/01/2006	11/13/2007
ARDEN COURTS AND DESIGN	US	77/364,683	3,613,386	REGISTERED	01/04/2008	04/28/2009
A PROVEN LEADER	US	77/730,645	3,797,279	REGISTERED	05/06/2009	06/01/2010
A PROVEN LEADER IN RETURNING PATIENTS HOME	US	77/922,415	3,918,780	REGISTERED	01/28/2010	02/15/2011
CARELINE	US	74/553,793	1,907,765	REGISTERED	07/26/1994	07/25/1995
CARING HEARTS CAMP	US	77/211,737	3,470,600	REGISTERED	06/21/2007	07/22/2008
CHOOSE A PROVEN LEADER	US	77/922,403	3,918,778	REGISTERED	01/28/2010	02/15/2011
CIRCLE OF CARE	US	76/460,626	2,885,686	REGISTERED	10/22/2002	09/21/2004
ENGAGEMENT THERAPY TREATMENT MIRRORING THE PAST, FULFILLING THE FUTURE	US	76/616,992	3,499,454	REGISTERED	10/21/2004	09/09/2008
GUARDIAN ANGEL PROGRAM	US	78/207,485	2,860,093	REGISTERED	01/27/2003	07/06/2004
HCR	US	76/616,991	3,026,063	REGISTERED	10/21/2004	12/13/2005
HCR (STYLIZED)	US	74/321,958	1,793,002	REGISTERED	10/09/1992	09/14/1993
HCR MANOR CARE	US	76/616,989	3,110,896	REGISTERED	10/21/2004	07/04/2006
HCR MANORCARE AND DESIGN	US	77/364,275	3,603,831	REGISTERED	01/04/2008	04/07/2009
HCR MANORCARE CIRCLE OF CARE AND DESIGN	US	76/460,849	2,894,246	REGISTERED	10/22/2002	10/19/2004
HEARTLAND	US	73/445,012	1,300,002	REGISTERED	09/23/1983	10/09/1984
HEARTLAND AND DESIGN	US	76/616,990	3,026,062	REGISTERED	10/21/2004	12/13/2005
HEARTLAND CARE PARTNERS	US	77/211,744	3,709,181	REGISTERED	06/20/2007	11/10/2009
HEARTLAND CARE PARTNERS AND DESIGN	US	77/212,754	3,709,182	REGISTERED	06/22/2007	11/10/2009
HEARTLAND CARING HEARTS CAMP AND DESIGN	US	77/212,216	3,470,607	REGISTERED	06/21/2007	07/22/2008
HEARTLAND ENRICHING LIFE	US	77/364,671	3,603,830	REGISTERED	01/04/2008	04/07/2009
HEARTLAND HOSPICE HOUSE	US	78/713,615	3,299,315	REGISTERED	09/15/2005	09/25/2007
HEARTLAND INFORMATION SERVICES	US	75/275,955	2,200,548	REGISTERED	04/16/1997	10/27/1998
HEART'S DESIRE	US	76/460,627	2,898,658	REGISTERED	10/22/2002	11/02/2004
HTPN WORK INJURY MANAGEMENT AND DESIGN	US	78/583,359	3,432,683	REGISTERED	03/09/2005	05/20/2008
HUG FUND AND DESIGN	US	78/947,033	3,255,962	REGISTERED	08/08/2006	06/26/2007
LINDEN VILLAGE	US	77/212,227	3,571,185	REGISTERED	06/21/2007	02/10/2009
M (STYLIZED)	US	75/148,276	2,145,784	REGISTERED	08/12/1996	03/24/1998
M MANORCARE HEALTH SERVICES (STYLIZED)	US	75/148,277	2,144,065	REGISTERED	08/12/1996	03/17/1998
MANOR CARE	US	72/332,622	0,914,464	REGISTERED	07/15/1969	06/08/1971

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS	FILING DATE	REGISTRATION DATE
MANOR CARE	US	76/616,994	3,243,245	REGISTERED	10/21/2004	05/22/2007
MANORCARE AND DESIGN	US	77/364,677	3,603,832	REGISTERED	01/04/2008	04/07/2009
MANORCARE HEALTH SERVICES	US	75/143,180	2,141,949	REGISTERED	08/01/1996	03/10/1998
MANORCARE HEALTH SERVICES (STYLIZED)	US	75/148,278	2,145,785	REGISTERED	08/12/1996	03/24/1998
MEDBRIDGE	US	77/211,731	3,460,734	REGISTERED	06/20/2007	07/08/2008
MILESTONE HEALTHCARE	US	77/881,954	3,885,115	REGISTERED	11/30/2009	12/07/2010
MISCELLANEOUS DESIGN	US	74/475,329	1,903,165	REGISTERED	01/03/1994	07/04/1995
MISCELLANEOUS DESIGN	US	75/143,318	2,141,950	REGISTERED	07/31/1996	03/10/1998
MISCELLANEOUS DESIGN	US	77/868,155	N/A	PENDING	11/09/2009	N/A
SAAFE	US	78/766,971	3,184,993	REGISTERED	12/05/2005	12/12/2006
SPRINGHOUSE	US	74/646,897	1,985,274	REGISTERED	03/15/1995	07/09/1996
SPRINGHOUSE AND DESIGN	US	77/364,682	3,613,385	REGISTERED	01/04/2008	04/28/2009
THALIA	US	74/016,201	1,668,064	REGISTERED	01/04/1990	12/10/1991
THE PARC	US	77/967,207	3,874,972	REGISTERED	03/24/2010	11/09/2010
THE PARC AND DESIGN	US	77/967,200	3,874,971	REGISTERED	03/24/2010	11/09/2010
THE WILLIAMSBURG	US	73/474,718	1,352,186	REGISTERED	04/10/1984	07/30/1985
THE WILLIAMSBURG AND DESIGN	US	73/478,217	1,320,066	REGISTERED	04/30/1984	02/12/1985
YOUR BEST WAY HOME IS THROUGH OUR DOORS	US	77/922,409	3,918,779	REGISTERED	01/28/2010	02/15/2011