OP \$90.00 85122809

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM436871 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/27/2017	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SelectMark, Inc.
Street Address:	103 Foulk Road, First Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85122809	GIVING PEOPLE THEIR LIVES BACK
Serial Number:	85121577	REGENCY HOSPITAL COMPANY
Serial Number:	85121858	RHC REGENCY HOSPITAL COMPANY

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/27/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 27, 2017 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the "Collateral Agent"), in favor of the grantor parties identified on Schedule B of this Release (the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of February 24, 2005, by and among Select Medical Holdings Corporation, a Delaware corporation, Select Medical Corporation, a Delaware corporation, SelectMark, Inc. and the Collateral Agent (as amended, amended and restated, or otherwise modified from time to time), the "Security Agreement"), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Supplemental Trademark Security Agreement, dated as of October 27, 2010 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 14, 2010 at Reel/Frame 4433/0421;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Supplemental Trademark Security Agreement, as applicable.
- 2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, as this term is defined in the Trademark Security Agreement, including all of Grantors' right, title or interest in or to all of the following:
- (a) all trademarks, service marks, trademarks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto (the "Trademarks");
 - (b) all goodwill associated with or symbolized by the Trademarks; and
 - (c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

- 3. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Recordation</u>. The Collateral Agent hereby authorizes Grantors or any of their authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Collateral Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
- 5. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 6. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A., acting in its capacity as Collateral Agent for the Secured Parties

Name: Title: Dawn L. LeeLum Executive Director

TRADEMARK

REEL: 006115 FRAME: 0892

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

None.

Trademark Applications:

REGISTERED OWNER	NAME	REGISTERED NUMBER	DATE FILED
SelectMark, Inc.	GIVING PEOPLE THEIR LIVES BACK	Not yet assigned. Serial # 85122809	9/3/2010
SelectMark, Inc.	REGENCY HOSPITAL COMPANY	Not yet assigned. Serial # 85121577	9/2/2010
SelectMark, Inc.	REGENCY HOSPITAL COMPANY	Not yet assigned. Serial # 85121858	9/2/2010

SCHEDULE B

Grantors in the Supplemental Trademark Security Agreement

SELECT MEDICAL HOLDINGS CORPORATION

SELECT MEDICAL CORPORATION

SELECTMARK, INC.

RECORDED: 07/27/2017