

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAREERSTAFF UNLIMITED, LLC		04/26/2018	Limited Liability Company: DELAWARE
GENESIS IP, LLC		04/26/2018	Limited Liability Company: DELAWARE
SUNDANCE REHABILITATION, LLC		04/26/2018	Limited Liability Company: CONNECTICUT
SUNMARK OF NEW MEXICO, LLC		04/26/2018	Limited Liability Company: NEW MEXICO
HALLMARK REHABILITATION GP, LLC		04/26/2018	Limited Liability Company: DELAWARE
SKILLED HEALTHCARE, LLC		04/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FUNDING IV TRUST, as administrative agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 200		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC, as servicer		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5351414	BRINGING THE CLINIC TO YOU	
<b>Serial Number:</b>	87712015	COME FIND ME	
<b>Registration Number:</b>	5366447		
<b>Registration Number:</b>	5068737	GRSFIT	
<b>Registration Number:</b>	5205352	LOG ON 2 LIVE LONG	
<b>Registration Number:</b>	5009013	LOG ON! LIVE LONG!	
<b>Registration Number:</b>	5205351	LOG ON TO LIVE LONG	
<b>Registration Number:</b>	5205349	LOG ON. LIVE LONG.	
<b>Serial Number:</b>	87612263	MEDFIT	

CH \$465.00 5351414

Property Type	Number	Word Mark
Serial Number:	87683438	S.A.F.E.
Registration Number:	5072437	SPA GYM
Serial Number:	87683543	SUSTAINABLE ACTIVATION, FUNCTION AND ENG
Serial Number:	87671158	THERAPISTS UNLIMITED
Serial Number:	87670592	TRAVELCARE USA
Registration Number:	5013976	V2U
Registration Number:	4380667	VITALITY SPECIALISTS
Registration Number:	5004582	VITALITY TO YOU
Serial Number:	87180139	WITH YOU EVERY BREATH OF THE WAY

**CORRESPONDENCE DATA**

**Fax Number:** 3126095005

*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.*

**Email:** hmill@vedderprice.com

**Correspondent Name:** Holly Miller

**Address Line 1:** 222 North LaSalle Street - 24th Floor

**Address Line 2:** Vedder Price P.C.

**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	41012.00.0203
<b>NAME OF SUBMITTER:</b>	Holly Miller
<b>SIGNATURE:</b>	/Holly Miller/
<b>DATE SIGNED:</b>	04/27/2018

**Total Attachments: 8**

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## SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (this "Supplement"), dated as of April 26, 2018, is made by the entities listed on the signature pages and Annex I hereto (the "Grantors"), in favor of MIDCAP FUNDING IV TRUST, as administrative agent for the Lenders (in such capacity, together with its predecessors and successors in such capacity, the "Administrative Agent").

### WITNESSETH:

**WHEREAS**, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Third Amended and Restated Security, Guarantee and Collateral Agreement, dated as of March 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security, Guarantee and Collateral Agreement"), among GENESIS HEALTHCARE, INC. and the entities party thereto listed on Annex I thereto, in favor of the Administrative Agent.

**WHEREAS**, the rules of construction and other interpretive provisions specified in Section 1.4 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

**WHEREAS**, pursuant to the Trademark Security Agreement dated February 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), each Grantor confirmed and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement) then owned or at any time thereafter acquired or created by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

**WHEREAS**, pursuant to the Security, Guarantee and Collateral Agreement, Grantors have agreed that in connection with the acquisition by Grantors of any New Trademark Collateral (as defined below), Grantors shall deliver to Grantee a Supplement to the Trademark Agreement pursuant to which Grantors shall grant and reconfirm the grant by them of a security interest in all such New Trademark Collateral and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

Section 1. Grant of Security Interests. Each Grantor hereby confirms and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral as well as all of the following property now owned or at any time hereafter

acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “New Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all rights, title and interests in or to all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing referred to in Schedule 4(a) of the Security, Guarantee and Collateral Agreement (including any amendments, joinders or supplements thereto) and Schedule A hereto, and all goodwill of the business connected with the use of or symbolized by any of the foregoing and (ii) the right to obtain all renewals thereof (collectively, the “New Trademarks”), including, without limitation, each New Trademark listed on Schedule A hereto;

(b) All written agreements naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule 4(b) of the Security, Guarantee and Collateral Agreement (including any amendments, joinders or supplements thereto)) providing for the grant by or to any Grantor of any right under any New Trademark, including, without limitation, the grant of rights to use any New Trademark; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any of the foregoing and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Supplement shall not constitute a grant of a security interest in (i) any property to the extent that such grant of a security interest is (A) prohibited by any applicable Requirement of Law of a Governmental Authority, (B) requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or (C) prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease (other than the Material Master Leases, the property under which shall constitute Collateral except as restricted by the Material Master Leases, as modified by the Material Master Lease Intercreditor Agreements), license, agreement, instrument or other document evidencing or giving rise to or otherwise related to such property or, in the case of any Investment Property, any Pledged Security, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, lease, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law (provided, that the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable Requirements of Law, (2) to limit, impair or otherwise affect the Administrative Agent’s continuing security interests in and liens upon any rights or interests

of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any Proceeds of any such contract, lease, permit, license, charter or license agreement, in each case, to the extent deemed effective under the UCC notwithstanding such prohibition, or (3) apply to the extent that any consent or waiver has been obtained, or any change of Requirement of Law occurred, that would permit the security interest notwithstanding the prohibition); and (ii) any "intent-to-use" New Trademark applications prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use New Trademark application under applicable federal law.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

Section 3. Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security, Guarantee and Collateral Agreement and the Trademark Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder and thereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security, Guarantee and Collateral Agreement and the Trademark Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security, Guarantee and Collateral Agreement, the terms of the Security, Guarantee and Collateral Agreement shall govern.

Section 4. Term and Termination. This Supplement shall run concurrently with the Security, Guarantee and Collateral Agreement and shall terminate concurrently.

Section 5. Material Intercreditor Agreements. Notwithstanding anything herein to the contrary, the priority of the Liens and security interests granted to the Administrative Agent pursuant to this Supplement and the exercise of any right or remedy by the Administrative Agent hereunder (including the application of any Proceeds thereof) are subject to the terms of the Material Intercreditor Agreements. In the event of any conflict between (a) the terms of the Material Intercreditor Agreements and (b) the terms of this Supplement regarding the priority of the Liens and security interest granted to the Administrative Agent and the exercise of any right or remedy by the Administrative Agent, the terms of the Material Intercreditor Agreements shall govern and control.

Section 6. Counterparts. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Supplement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. GOVERNING LAW. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 8. Severability. Any provision of this Supplement which is being held illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof, and any such illegality, invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

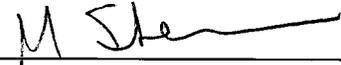
Section 9. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, each Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

**EACH OF THE ENTITIES LISTED ON  
ANNEX I ATTACHED HERETO:**

**By: FC-GEN Operations Investment, LLC, its  
authorized agent**

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

Name: Michael S. Sherman

Title: Senior Vice President, Secretary and  
Assistant Treasurer

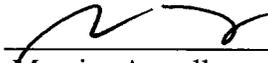
SIGNATURE PAGE TO  
SUPPLEMENT TO TRADEMARK  
SECURITY AGREEMENT

ACCEPTED AND AGREED TO BY:

**MIDCAP FUNDING IV TRUST**

By: Apollo Capital Management, L.P.  
Its: Investment Manager

By: Apollo Capital Management GP, LLC  
Its: General Partner

By:   
\_\_\_\_\_  
Maurice Amsellem  
Authorized Signatory

SIGNATURE PAGE TO  
SUPPLEMENT TO TRADEMARK  
SECURITY AGREEMENT

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**TRADEMARK**  
**REEL: 006341 FRAME: 0585**

**ANNEX I**

CAREERSTAFF UNLIMITED, LLC  
GENESIS IP, LLC  
SUNDANCE REHABILITATION, LLC  
SUNMARK OF NEW MEXICO, LLC  
HALLMARK REHABILITATION GP, LLC  
SKILLED HEALTHCARE, LLC

**Schedule A**

**U.S. Registered Trademarks and Trademark Applications**

<b><u>MARK</u></b>	<b><u>REG. (APP. SER.) NO.</u></b>	<b><u>REG. (APP.) DATE</u></b>	<b><u>OWNER(S)</u></b>	<b><u>COUNTRY</u></b>	<b><u>STATUS</u></b>
BRINGING THE CLINIC TO YOU	5,351,414	12/05/2017	GENESIS IP, LLC	United States	Registered 12/05/2017
COME FIND ME	(87/712,015)	(12/07/2017)	GENESIS IP, LLC	United States	Filed 12/07/2017
Miscellaneous Design	5,366,447	12/26/2017	GENESIS IP, LLC	United States	Registered 12/26/2017
GRSFIT	5,068,737	10/25/2016	GENESIS IP, LLC	United States	Registered 10/25/2016
LOG ON 2 LIVE LONG	5,205,352	05/16/2017	GENESIS IP, LLC	United States	Registered 05/16/2017
LOG ON! LIVE LONG!	5,009,013	07/26/2016	GENESIS IP, LLC	United States	Registered 07/26/2016
LOG ON TO LIVE LONG	5,205,351	05/16/2017	GENESIS IP, LLC	United States	Registered 05/16/2017
LOG ON. LIVE LONG.	5,205,349	05/16/2017	GENESIS IP, LLC	United States	Registered 05/16/2017
MEDFIT	(87/612,263)	(09/18/2017)	GENESIS IP, LLC	United States	Filed 09/18/2017
S.A.F.E.	87/683,438	11/14/2017 (App.)	GENESIS IP, LLC	United States	Filed 11/14/2017
SPA GYM and Design	5,072,437	11/01/2016	GENESIS IP, LLC	United States	Registered 11/01/2016
SUSTAINABLE ACTIVATION, FUNCTION AND ENGAGEMENT	(87/683,543)	(11/14/2017)	GENESIS IP, LLC	United States	Filed 11/14/2017
THERAPISTS UNLIMITED	(87/671,158)	(11/03/2017)	CAREERSTAFF UNLIMITED, LLC	United States	Filed 11/03/2017
TRAVELCARE USA	(87/670,592)	(11/03/2017)	CAREERSTAFF UNLIMITED, LLC	United States	Filed 11/03/2017
V2U	5,013,976	08/02/2016	GENESIS IP, LLC	United States	Registered 08/02/2016
VITALITY SPECIALISTS	4,380,667	08/06/2013	GENESIS IP, LLC	United States	Registered 08/06/2013
VITALITY TO YOU	5,004,582	07/19/2016	GENESIS IP, LLC	United States	Registered 07/19/2016
WITH YOU EVERY BREATH OF THE WAY	(87/180,139)	(09/22/2016)	GENESIS IP, LLC	United States	Filed 09/22/2016