

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kindred Healthcare, LLC	FORMERLY Kindred Healthcare, Inc.	07/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	Mail Code NY1-C413, 4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	5492698	ZONTAGO
Registration Number:	5192669	KINDRED HOSPICE
Registration Number:	5101405	KINDRED HOSPITAL REHABILITATION SERVICES
Registration Number:	5138343	KINDRED REHABILITATION SERVICES
Registration Number:	4836491	KINDRED HOSPITAL
Registration Number:	5156641	KINDRED HOUSE CALLS
Registration Number:	4443116	KINDRED AT HOME
Registration Number:	4350062	RESTORING FUNCTION, RENEWING LIFE.
Registration Number:	4350061	DEDICATED TO HEALTH, COMFORT AND WELL-BE
Registration Number:	4242057	PEOPLEFIRST HOMECARE AND HOSPICE
Registration Number:	4242042	PEOPLEFIRST HOMECARE AND HOSPICE
Registration Number:	4243256	CONTINUE THE CARE
Registration Number:	4142228	KINDRED TRANSITIONAL CARE AND REHABILITA
Registration Number:	4142226	KINDRED NURSING AND REHABILITATION
Registration Number:	3103729	
Registration Number:	3097988	COLORSCAPES
Registration Number:	2934790	ANGEL CARE
Registration Number:	3607363	DEDICATED TO HOPE, HEALING AND RECOVERY
Registration Number:	2680685	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2660454	KINDRED
Registration Number:	2660453	KINDRED HEALTHCARE
Registration Number:	2660452	KINDRED HEALTHCARE
Registration Number:	2061953	REFLECTIONS
Registration Number:	1523865	HO HO HOTLINE
Registration Number:	1465236	PROTOUCH
Serial Number:	87567508	LACUNA HEALTH
Serial Number:	86932849	REHABRELAY
Serial Number:	86932843	KINDRED LIVING
Serial Number:	86879311	KINDRED CARE CONNECT
Serial Number:	86737601	KINDRED

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, ECarrera@cahill.com

Correspondent Name: CT Corporation

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:	07/06/2018

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kindred Healthcare, LLC (formerly known as Kindred Healthcare, Inc.)

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 2, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: Mail code NY1-C413, 4 Chase Metrotech Center

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 2, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 2, 2018, made by KINDRED HEALTHCARE, LLC (formerly known as Kindred Healthcare, Inc.), a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Agent") for the lenders (the "Lenders") that are party to the ABL Credit Agreement, dated as of July 2, 2018 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

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

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered an ABL Pledge and Security Agreement dated as of July 2, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees 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 and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

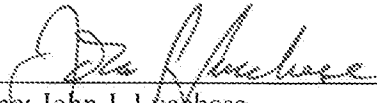
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

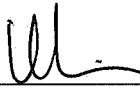
KINDRED HEALTHCARE, LLC

By: 
Name: John J. Lucchese
Title: Chief Financial Officer

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006373 FRAME: 0358

JPMORGAN CHASE BANK, N.A.,
as Agent


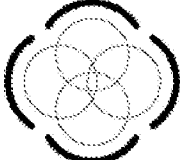
By: 
Name: **Vanessa Chiu**
Title: **Executive Director**



[Signature Page to ABL Grant of Security Interest in Trademarks]

TRADEMARK
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SCHEDULE I


Trademark Registrations

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
ZONTAGO	86955536/54926 98	3/28/2016	6/12/2018
KINDRED HOSPICE	86952918 / 5192669	3/25/2016	4/25/2017
KINDRED HOSPITAL REHABILITATION SERVICES	86726516 / 5101405	8/17/2015	12/13/2016
KINDRED REHABILITATION SERVICES	86726514 / 5138343	8/17/2015	2/7/2017
KINDRED HOSPITAL	86569277 / 4836491	3/19/2015	10/20/2015
KINDRED HOUSE CALLS	86488880 / 5156641	12/23/2014	3/7/2017
KINDRED AT HOME	85897616 / 4443116	4/8/2013	12/3/2013
RESTORING FUNCTION, RENEWING LIFE.	85757711 / 4350062	10/18/2012	6/11/2013
DEDICATED TO HEALTH, COMFORT AND WELL-BEING	85757706 / 4350061	10/18/2012	6/11/2013
 PeopleFirst Homecare and Hospice	85601200 / 4242057	4/18/2012	11/13/2012
PEOPLEFIRST HOMECARE AND HOSPICE	85594042 / 4242042	4/10/2012	11/13/2012
CONTINUE THE CARE	85429793 / 4243256	9/22/2011	11/13/2012
KINDRED TRANSITIONAL CARE AND REHABILITATION	85424848 / 4142228	9/16/2011	5/15/2012
KINDRED NURSING AND REHABILITATION	85424833 / 4142226	9/16/2011	5/15/2012
	78648218 / 3103729	6/10/2005	6/13/2006

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
COLORSCAPES	78648210 / 3097988	6/10/2005	5/30/2006
ANGEL CARE	78297676 / 2934790	9/9/2003	3/22/2005
DEDICATED TO HOPE, HEALING AND RECOVERY	77454387 / 3607363	4/22/2008	4/14/2009
	76389746 / 2680685	4/1/2002	1/28/2003
KINDRED	76184646 / 2660454	12/21/2000	12/10/2002
	76184551 / 2660453	12/21/2000	12/10/2002
KINDRED HEALTHCARE	76184550 / 2660452	12/21/2000	12/10/2002
REFLECTIONS	74647247 / 2061953	3/15/1995	5/13/1997
HO HO HOTLINE	73710770 / 1523865	2/12/1988	2/7/1989
PROTOUCH	73625232 / 1465236	10/14/1986	11/17/1987

Trademark Applications

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>
LACUNA HEALTH	87567508 (Pending ITU)	8/14/2017
REHABRELAY	86932849 (Pending ITU)	3/8/2016
KINDRED LIVING	86932843 (Pending ITU)	3/8/2016

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>
KINDRED CARE CONNECT	86879311 (Pending ITU)	1/19/2016
	86737601 (Pending ITU)	8/26/2015