

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		12/31/2018	BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	10 S. Riverside Plaza		
Internal Address:	Suite 875		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5130693	LIFECARE HEALTH PARTNERS	
Serial Number:	87237669		
Registration Number:	5036081	OUR LIFE IS YOUR CARE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>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.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	MARC ELZWEIG		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	41082/2		
NAME OF SUBMITTER:	MARC ELZWEIG		
SIGNATURE:	/MARC ELZWEIG/		
DATE SIGNED:	01/07/2019		
Total Attachments: 8			

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ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this "Assignment") dated as of December 31, 2018, from CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as collateral agent for the Secured Parties (in such capacity, the "Existing Agent"), to WILMINGTON TRUST, NATIONAL ASSOCIATION, as the successor collateral agent for the Secured Parties effective as of December 31, 2018 (together with its successors and assigns, the "Successor Agent"), with an address of 10 S. Riverside Plaza, Suite 875, Chicago, IL 60606.

W I T N E S S E T H

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of February 14, 2017 by the Grantors party thereto in favor of the Existing Agent, recorded with the United States Patent and Trademark Office on February 15, 2017 at Reel 5989, Frame 0428 (the "Intellectual Property Security Agreement"), the Grantors granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in 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 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.

For the avoidance of doubt, the term "Collateral" includes, without limitation, those items listed on Schedules A-C hereto.

WHEREAS, the Existing Agent has assigned all of its rights, powers, and privileges as Collateral Agent under the Intellectual Property Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Intellectual Property Security Agreement.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers, and privileges under the Intellectual Property Security Agreement, including those with respect to the Collateral, to the Successor Agent.

3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recordation. The Existing Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Assignment.

5. Execution in Counterparts. This Assignment 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.

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


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above,

EXISTING AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH


By: Didier Siffer
Name: Authorized Signatory
Title:


By: Michael A. Criscito
Name:
Title: Michael A. Criscito
Authorized Signatory

Accepted and Agreed:

SUCCESSOR AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: 
Name: Meghan H. McCauley
Title: Vice President

SCHEDULE A

Patents

None.

Schedule B

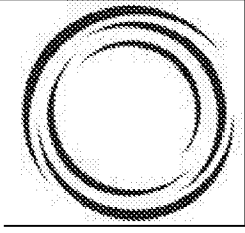
Trademarks

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.