

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New LifeCare Hospitals of Milwaukee LLC		05/06/2019	Limited Liability Company: DELAWARE
New LifeCare Management Services LLC		05/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	White Oak Healthcare Finance, LLC, as Collateral Agent		
Street Address:	1155 Avenue of the Americas, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5130693	LIFECARE HEALTH PARTNERS	
Registration Number:	5036081	OUR LIFE IS YOUR CARE	
Registration Number:	5227722		
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
Correspondent Name:	Danielle Nelson c/o King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	FL 35		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	24647.765001		
NAME OF SUBMITTER:	Danielle Nelson		
SIGNATURE:	/s/ Danielle Nelson		
DATE SIGNED:	05/29/2019		

CH \$90.00 5130693

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of May 6, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of White Oak Healthcare Finance, LLC, as LLC, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LifeCare Holdings LLC, a Delaware limited liability company, and certain other Subsidiaries of LifeCare Holdings LLC that are listed as Borrowers thereunder have entered into a Debtor-in-Possession Credit Agreement dated as of May 6, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**"), among certain Lenders party thereto and White Oak Healthcare Finance, LLC, as Collateral Agent for such Lenders.

WHEREAS, as a condition precedent to the making of Revolving Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Debtor-in-Possession Security Agreement dated as of May 6, 2019 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, and other governmental authorities.

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

SECTION 1. Grant of Security. Subject to the entry of the Interim Order as the same may be amended, supplemented or otherwise modified by the Final Order, Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) 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 A hereto, and all common-law rights related thereto, together, in each case, with the goodwill symbolized thereby (the "**Trademarks**");
- (ii) 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;

(iii) 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

(iv) 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.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement and pursuant to the Financing Orders secures the payment of all Secured Obligations, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

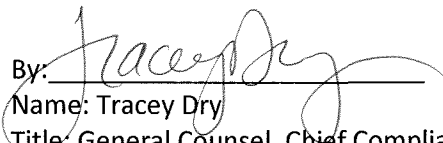
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement is expressly subject to the terms and conditions of the Security Agreement and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement.

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

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
5340 Legacy Drive, Suite 150
Plano, TX 75024

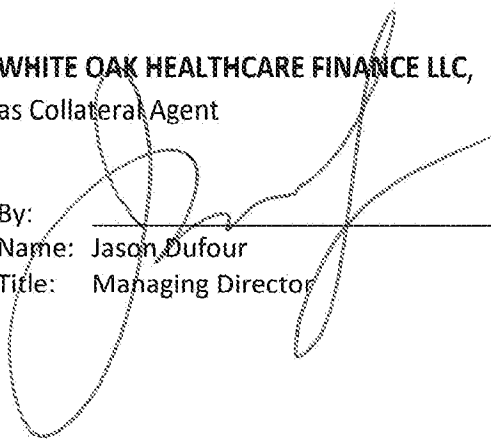
NEW LIFECARE HOSPITALS OF MILWAUKEE LLC
NEW LIFECARE MANAGEMENT SERVICES LLC

By: 
Name: Tracey Dry
Title: General Counsel, Chief Compliance Officer
and

Secretary

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

WHITE OAK HEALTHCARE FINANCE LLC,
as Collateral Agent


By: 
Name: Jason Dufour
Title: Managing Director

Schedule A¹

Domain Names

Loan Party	Domain Registrant	Domain Name
New LifeCare Management Services LLC	LifeCare Management Services, LLC	www.lifecare-hospitals.com

Trademarks

Registrant	Domain Name/Mark	Country/State	Application No./ Registration No.	Expiration Date
New LifeCare Management Services LLC	LifeCare Health Partners	United States	U.S. Reg. No. 5130693	1/24/2027
New LifeCare Management Services LLC	Our Life Is Your Care	United States	U.S. Reg. No. 5036081	9/6/2026
New LifeCare Management Services LLC		United States	U.S. Reg. No. 5227722	6/20/2027
New LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals of Wisconsin	United States/Wisconsin	WI 20141442924	7/9/24
LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals Center for Advanced Wound Healing	United States/Wisconsin	WI 20141442925	7/9/24
New LifeCare Hospitals of Milwaukee LLC	LifeCare Hospitals of Wisconsin – Center For Advanced Wound Healing	United States/Wisconsin	WI 20095901665	3/18/19

¹ NTD: Lifecare to update and confirm whether new loan parties own any IP (Hospital Acquisition LLC, Hospital Acquisition MI LLC, Hospital Acquisition Sub II LLC, and LifeCare Vascular Services, LLC).