

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks - First Lien		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kindred Healthcare, LLC		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4243256	CONTINUE THE CARE	
Registration Number:	3607363	DEDICATED TO HOPE, HEALING AND RECOVERY	
Registration Number:	2680685		
Registration Number:	2660454	KINDRED	
Registration Number:	5586565	KINDRED	
Registration Number:	2660452	KINDRED HEALTHCARE	
Registration Number:	2660453	KINDRED HEALTHCARE	
Registration Number:	4836491	KINDRED HOSPITAL	
Registration Number:	1465236	PROTOUCH	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		

CH \$240.00 4243256

ATTORNEY DOCKET NUMBER:	039269-0743
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/23/2021

Total Attachments: 5

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source=Kindred (ScionHealth) - Term Loan Trademark Security Agreement (Executed) (128516434.1)#page5.tif

Notice of Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of December 23, 2021 (this “Notice”), made by Kindred Healthcare, LLC, a Delaware limited liability company, Community Hospital of Andalusia, LLC, a Delaware limited liability company and RCHP-Wilmington, LLC, a Delaware limited liability company (each, a “Pledgor” and collectively, the “Pledgors”), in favor of BARCLAYS BANK PLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of December 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Knight Health Holdings LLC, a Delaware limited liability company (the “Borrower”), each Subsidiary of the Borrower identified therein and Barclays Bank PLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

(a) all Trademarks of the United States of America, including those listed on Schedule I;

(b) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing, and

(c) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringements, dilutions or other violations thereof;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed in and accepted by the United States Patent and Trademark Office, to

the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

KINDRED HEALTHCARE, LLC

DocuSigned by:
Kathy Teague
By: _____
Name: Kathy Teague
Title: Authorized Person

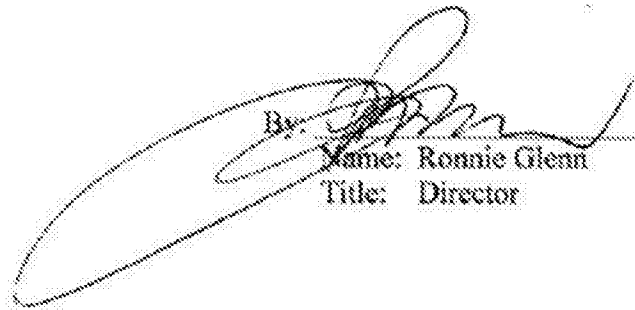
COMMUNITY HOSPITAL OF ANDALUSIA, LLC

DocuSigned by:
Kathy Teague
By: _____
Name: Kathy Teague
Title: Authorized Person

RCHP-WILMINGTON, LLC

DocuSigned by:
Kathy Teague
By: _____
Name: Kathy Teague
Title: Authorized Person

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Ronnie Glenn
Title: Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]

TRADEMARK
REEL: 007540 FRAME: 0420

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Kindred Healthcare, LLC, Community Hospital of Andalusia, LLC, and
RCHP-Wilmington, LLC

<u>TRADEMARK / SERVICE MARK</u>	<u>OWNER</u>	<u>SERIAL NO./ REGISTRATION NO.</u>	<u>DATE REGISTERED</u>
Continue The Care	Kindred Healthcare, LLC	4,243,256	13-Nov-2012
Dedicated To Hope, Healing And Recovery	Kindred Healthcare, LLC	3,607,363	14-Apr-2009
Design Of A Stylized Rendition Of APerson	Kindred Healthcare, LLC	2,680,685	28-Jan-2003
Kindred	Kindred Healthcare, LLC	2,660,454	10-Dec-2002
Kindred (and Design)	Kindred Healthcare, LLC	5,586,565	16-Oct-2018
Kindred Healthcare	Kindred Healthcare, LLC	2,660,452	10-Dec-2002
Kindred Healthcare (Plus Design)	Kindred Healthcare, LLC	2,660,453	10-Dec-2002
Kindred Hospital	Kindred Healthcare, LLC	4,836,491	20-Oct-2015
Protouch	Kindred Healthcare, LLC	1,465,236	17-Nov-1987
Design Only	Community Hospital Of Andalusia, LLC	5106620	20-DEC-2016
FOSTER J. BOYD MD REGIONAL CANCER CENTER	RCHP-WILMINGTON, LLC	3638235	16-JUN-2009
Design Only	RCHP-Wilmington, LLC	3605855	14-APR-2009
THE COMPASSION TO COMFORT. THE TECHNOLOGY TO HEAL	RCHP-WILMINGTON, LLC	3605856	14-APR-2009
CMH REGIONAL HEALTH SYSTEM	RCHP-WILMINGTON, LLC	2236711	06-APR-1999