

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM720684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FC-Gen Operations Investment, LLC		04/11/2022	Limited Liability Company: DELAWARE
Genesis IP, LLC		04/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Welltower Inc.		
Street Address:	4500 Dorr Street		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43615-4040		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6450604	AGE IN MOTION	
Registration Number:	6605319	GEN-CHI	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	171670/51		
NAME OF SUBMITTER:	M. Oren Epstein		
SIGNATURE:	/MOE/		
DATE SIGNED:	04/12/2022		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 11, 2022, is made by the entities listed on the signature pages and Annex I hereto (the "Grantors"), in favor of WELLTOWER INC., as Collateral Agent for the Secured Parties (in such capacity, together with its predecessors and successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

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 Guarantee and Collateral Agreement, dated as of July 29, 2016 (as amended, restated, amended and restated, **supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"**), among GENESIS HEALTHCARE, INC., FC-GEN OPERATIONS INVESTMENT, LLC, GEN OPERATIONS I, LLC, GEN OPERATIONS II, LLC and the other entities party thereto listed on Annex I thereto, in favor of the Collateral Agent;

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

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Credit Agreement, and certain other security documents now and/or hereafter executed by the Grantors in favor of Collateral Agent, each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in certain assets of such Grantor 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**, including but not limited to the Trademark Collateral (as defined herein).

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. Incorporation of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement, the Credit Agreement, and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guarantee and Collateral Agreement.

Section 2. Grant and Reaffirmation of Grant of Security Interests. Each Grantor hereby confirms and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in 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 "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 of such Grantor 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 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 “Trademarks”), including, without limitation, each Trademark listed on Schedule A hereto;

(b) all written agreements naming such Grantor as licensor or licensee (including, without limitation, those listed on Schedule 4(b) of the Guarantee and Collateral Agreement (including any amendments, joinders or supplements thereto)) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the grant of rights to use any 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 Agreement 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 Requirements 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 Collateral 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” 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 Trademark application under applicable federal law.

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

Section 4. Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. 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 Guarantee and Collateral 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 Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

Section 5. Term and Termination. This Agreement shall run concurrently with the Guarantee and Collateral Agreement and shall terminate concurrently.

Section 6. Material Intercreditor Agreements. Notwithstanding anything herein to the contrary, the priority of the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral 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 Agreement regarding the priority of the Liens and security interests granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the terms of the Material Intercreditor Agreements shall govern and control.

Section 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement 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 Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 8. **GOVERNING LAW**. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

Section 9. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10. 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 Collateral 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

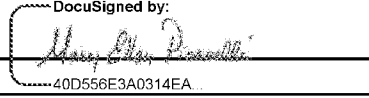
By: 

Name: Michael Berg

Title: Assistant Secretary

ACCEPTED AND AGREED TO BY:

WELLTOWER INC.
as Collateral Agent

By: 40D556E3A0314EA

Name: **Mary Ellen Pisanelli**

Title: **Authorized Signatory**

ANNEX I

1. GENESIS IP, LLC

Schedule A

U.S. Registered Trademarks and Trademark Applications

<u>MARK</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>	<u>OWNER</u>
AGE IN MOTION	6,450,604	08/10/2021	GENESIS IP, LLC
GEN-CHI	6,605,319	01/04/2022	GENESIS IP, LLC