

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RehabCare Group, LLC		10/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1350149	REHABCARE	
Registration Number:	3720817	REHABCARE	
Registration Number:	4263667	REHABCARE	
Registration Number:	4293072	REHABCARE	
Registration Number:	5888362	BECAUSE OUTCOMES MATTER	
Registration Number:	5915883	REHABCARE PLUS	
Registration Number:	6348543	MY REHAB VIEWER	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0290		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		

CH \$190.00 1350149

DATE SIGNED:	10/24/2022
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of October 19, 2022, by Rehabcare Group, LLC (“**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 19, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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.

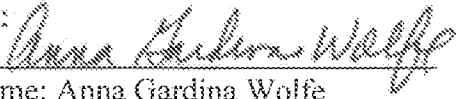
Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

REHABCARE GROUP, LLC, a
Delaware
limited liability company

By: 
Name: Anna Gardina Wolfe
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Applications and Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
REHABCARE	73431702	6/23/83	1350149	7/16/85	Registered	Rehabcare Group, LLC
REHABCARE	77587533	3/23/12	3720817	12/25/12	Registered	Rehabcare Group, LLC
REHABCARE	85577946	3/23/12	4263667	12/25/12	Registered	Rehabcare Group, LLC
REHABCARE	85424920	9/16/11	4293072	2/19/13	Registered	Rehabcare Group, LLC
BECAUSE OUTCOMES MATTER	88082468	9/17/18	5888362	5/11/21	Registered	Rehabcare Group, LLC
REHABCARE PLUS	88011033	9/17/18	5915883	5/11/21	Registered	Rehabcare Group, LLC
MY REHAB VIEWER	88119454	9/17/18	6348543	5/11/21	Registered	Rehabcare Group, LLC

TRADEMARK

REEL: 007876 FRAME: 0032

RECORDED: 10/24/2022