

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Rehabilitation Services, LLC		09/01/2023	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	White Oak Healthcare Finance, LLC		
Street Address:	1155 6th Ave, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97446879	MINDBODYPURPOSE	
Serial Number:	97443934	ENCORE PEDIATRICS	
Serial Number:	97446921	EFIT@HOME	
Serial Number:	88231825	ENCORE REHABILITATION'S PDPM ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	8044206507		
<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:	804-420-6368		
Email:	edavenport@williamsmullen.com		
Correspondent Name:	Courtney L. Reigel, Williams Mullen		
Address Line 1:	200 South 10th Street		
Address Line 2:	c/o IP Docketing		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Courtney L. Reigel		
SIGNATURE:	/Courtney L. Reigel/		
DATE SIGNED:	09/18/2023		
Total Attachments: 9			
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page1.tif			

OP \$115.00 97446879

source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page2.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page3.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page4.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page5.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page6.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page7.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page8.tif
source=Genesis-WO - IP Security Agreement (Encore Entities) EXECUTED#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 1, 2023, is made by the entities listed on the signature pages and Annex I hereto (the "Grantors"), in favor of WHITE OAK HEALTHCARE FINANCE, LLC, as administrative agent to the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

WITNESSETH:

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 Fourth Amended and Restated Security, Guarantee and Collateral Agreement, dated as of the date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among GENESIS HEALTHCARE, INC., and the other entities party thereto listed on Annex I thereto, in favor of the Administrative 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 Administrative Agent, each Grantor granted to the Administrative 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 Intellectual Property 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 Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following Intellectual 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 "Intellectual Property 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) 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 rights, title and interests of such Grantor (i) in or to copyrights arising under the laws of the United States, multinational or foreign laws or otherwise, now existing or hereafter owned or acquired, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 4(a) and Schedule B hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof (collectively, the “Copyrights”).

(c) 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 or Copyright, including, without limitation, the grant of rights to use any Trademark or to the grant of rights to copy, distribute, display, create derivative works of, and perform any Copyrighted works; and

(d) 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 applicable Requirement 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 Administrative 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, the Register of Copyrights, and any other government officials 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 Administrative 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 Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative 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 Administrative Agent and the exercise of any right or remedy by the Administrative 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 Administrative 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

ACKNOWLEDGED AND AGREED as of
the date first above written:

ADMINISTRATIVE AGENT:

WHITE OAK HEALTHCARE FINANCE, a
Delaware limited liability Company

DocuSigned by:

Jason Dufour

By:

Name: Jason Dufour

Title: Executive Vice President, Chief Credit Officer

[End of Signature Pages]

ANNEX I

1. Encore GC Acquisition, LLC
2. Encore Rehabilitation Services, LLC
3. Encore Preakness, Inc.
4. Metro Therapy, Inc.
5. Evergreen Rehabilitation, LLC
6. Evergreen Holdings, LLC
7. Phoenix Rehab, LLC
8. Encore Pediatrics, LLC
9. Encore Pediatrics of Arkansas, LLC
10. Encore Pediatrics of Missouri, LLC
11. Encore Pediatrics of Nebraska, LLC

Schedule A

Trademarks

Owner	Entity	Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Status
Encore Rehabilitation Services, LLC	Michigan LLC	MINDBODYPURPOSE			97446879	6/7/2022	Pending
Encore Rehabilitation Services, LLC	Michigan LLC	ENCORE PEDIATRICS			97443934	6/6/2022	Pending
Encore Rehabilitation Services, LLC	Michigan LLC	EFIT@HOME	7119 584	7/25/ 2023	97446921	6/7/2022	Registered
Encore Rehabilitation Services, LLC (note a spelling error in the listed owner with the USPTO)	Michigan LLC	Encore Rehabilitation's PDPM <i>Academy</i>	5819 667	7/30/ 2019	88231825	12/17/2018	Registered
Evergreen Rehabilitation, LLC	Kentucky LLC	EVERGREEN REHABILITATION	3201 546	1/23/ 2007	78833675	3/9/2006	Registered

Schedule B

Copyrights

Owner	Entity	Work Title	Copyright No.	Date
Encore Rehabilitation Services, LLC	Michigan LLC	Advocacy for Older Adult Rehabilitation.	TX0008784329	2018
Encore Rehabilitation Services, LLC	Michigan LLC	HeartWorks - Customer Training.	PA0002174472	2018
Encore Rehabilitation Services, LLC	Michigan LLC	HeartWorks - Part 4.	PA0002174477	2018
Encore Rehabilitation Services, LLC	Michigan LLC	HeartWorks - Part 3.	PA0002174476	2018
Encore Rehabilitation Services, LLC	Michigan LLC	HeartWorks - Part 2.	PA0002174475	2018
Encore Rehabilitation Services, LLC	Michigan LLC	HeartWorks - Part 1.	PA0002174473	2018
Encore Rehabilitation Services, LLC	Michigan LLC	Breath Works Basics.	TX0008715702	2017
Encore Rehabilitation Services, LLC	Michigan LLC	HeartWorks.	TX0008714905	2018
Encore Rehabilitation Services, LLC	Michigan LLC	Breath Works Basics.	PA0002153923	2018