

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthsouth Corporation		12/12/2007	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York City
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2863158	AUTOAMBULATOR
Registration Number:	1673777	"GETTING PEOPLE BACK... TO WORK...TO PLAY...TO LIVING"
Registration Number:	2122268	H
Registration Number:	2317650	H
Registration Number:	2249328	H
Registration Number:	2651916	H
Registration Number:	2144242	HEALTHSOUTH
Registration Number:	2264235	HEALTHSOUTH
Registration Number:	2249329	HEALTHSOUTH
Registration Number:	2734052	HEALTHSOUTH
Registration Number:	2748134	
Registration Number:	2730537	HEART COLLEGE
Registration Number:	2760921	HRC WORKS
Registration Number:	1802066	SPORTS MEDICINE UPDATE

**OP \$390.00 2863158**

Registration Number:

1669840

WORKSTART

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

33056

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

03/13/2008

**Total Attachments: 10**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Healthsouth Corporation

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York City State: NY Zip: 10017

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other :

Execution Date: 12-12-07

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:

**15**

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Emily G. B. Fincke

Name of Person Signing

  
Signature

3-11-08

Date

Total number of pages including cover sheet, attachments, and document:

**10**

EXECUTION COPY

PATENT AND TRADEMARK SECURITY  
AGREEMENT dated as of December 12, 2007 (this "*Agreement*"),  
among HEALTHSOUTH CORPORATION, a Delaware  
corporation (the "*Borrower*") and JPMORGAN CHASE BANK,  
N.A., as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of March 10, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, Citicorp North America, Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as co-syndication agents, and Deutsche Bank Securities Inc., Goldman Sachs Credit Partners L.P. and Wachovia Bank, National Association, as co-documentation agents, and (b) the Collateral and Guarantee Agreement dated as of March 10, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), among the Borrower, the Subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery by the parties hereto of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. *Defined Terms.* Capitalized terms used in this Agreement (including the preamble hereto) and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Credit Agreement shall also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent and Trademark Collateral*"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "*Patents*");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

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(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks"); and

(d) all goodwill associated therewith or symbolized thereby.

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 the Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

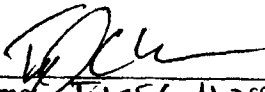
SECTION 4. *Governing Law.* This Agreement shall be construed in accordance with and governed by the law of the State of New York.

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

HEALTHSOUTH CORPORATION,

by

  
Name: Tyler C. Morphy  
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.  
AS COLLATERAL AGENT,

by

\_\_\_\_\_  
Name:  
Title:

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

HEALTHSOUTH CORPORATION,

by

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK, N.A.  
AS COLLATERAL AGENT,

by



\_\_\_\_\_  
Name:

Title:

**Dawn L. LeeLum**  
**Executive Director**

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Schedule I  
to the Patent and Trademark  
Security Agreement

US Patents

Country	Title	Patent No. [Pat. No.] (App. No.)	Issue Date [Pat. Date] (App. Date)	Research Center	Status
US	Body support harness	6752776 (200282153)	6/22/2004 (2/26/2002)	HealthSouth Corporation	Issued
US	Body support harness	7066181	6/27/2006 (2/26/2002)	HealthSouth Corporation	Issued
US	Hip stabilization device	Serial #: 11/166,515	(6/24/2005)	HealthSouth Corporation	Pending
US	Powered gait orthosis and method of utilizing same (First Generation Device)	6689075 (2001938825)	2/10/2004 (8/27/2001)	HealthSouth Corporation	Issued
US	Powered gait orthosis and method of utilizing same (Second Generation Device)	7,041,069	5/9/2006 (7/23/2002)	HealthSouth Corporation	Issued

Foreign Patents

Country	Title	Patent No. [Pat. No.] (App. No.)	Issue Date [Pat. Date] (App. Date)	Research Center	Status
Canada	Powered gait orthosis and method of utilizing same (First Generation Device)	2419907 (2419907)	2/28/2002 (8/27/2001)	HealthSouth Corporation	Issued
Europe	Powered gait orthosis and method of utilizing same	1322272 (2001966227)	[7/2/2003] (8/27/2001)	HealthSouth Corporation	Designated states
Europe	Powered gait orthosis and method of utilizing same (First Generation Device)	(01966227.9)	(8/27/2001)	HealthSouth Corporation	Pending
PCT	Powered gait orthosis and method of utilizing same	200409011 (2002US23229)	[1/29/2004] (7/23/2002)	HealthSouth Corporation	National
Australia	Powered gait orthosis and method of utilizing same (First Generation Device)	2001286760 (2001286760)	12/28/2006 (8/27/2001)	HealthSouth Corporation	Issued

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Schedule I  
to the Patent and Trademark  
Security Agreement

Country	Title	Patent No. (Pub. No.) (App. No.)	Inventor (Pub. Date) (App. Date)	Assignor	Status
Mexico	Powered gait orthosis and method of utilizing same (First Generation Device)	(2003-001697)	(8/27/2001)	HealthSouth Corporation	Allowed

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Schedule II  
to the Patent and Trademark  
Security Agreement

US Trademarks

Trademark	Reg. No./App. No.	Registration Date/ (Filing Date)	Owner	Comments
AUTOAMBULATOR	2863158 (76/265165)	7/13/2004 (6/1/2001)	HealthSouth Corporation	Registered
GETTING PEOPLE BACK...TO WORK...TO PLAY...TO LIVING	1673777 (74/121884)	1/28/1992 (12/10/1990)	HealthSouth Corporation	Registered
H	2122268 (75/082580)	12/16/1997 (4/2/1998)	HealthSouth Corporation	Registered
H Design	2317650 (75/381511)	2/15/2000 (10/29/1997)	HealthSouth Corporation	Registered
H Design	2249328 (75/439670)	6/1/1999 (2/24/1998)	HealthSouth Corporation	Registered
H Design	2651916 (76/366350)	11/19/2002 (2/5/2002)	HealthSouth Corporation	Registered
HEALTHSOUTH	2144242 (75/191760)	3/17/1998 (10/30/1998)	HealthSouth Corporation	Registered
HEALTHSOUTH	2264235 (75/381512)	7/27/1999 (10/29/1997)	HealthSouth Corporation	Registered
HEALTHSOUTH	2249329 (75/439720)	8/1/1999 (2/24/1998)	HealthSouth Corporation	Registered
HEALTHSOUTH	2734052 (76/366353)	7/8/2003 (2/5/2002)	HealthSouth Corporation	Registered
HEART APPLE GRAD CAP LOGO Design	2748134 (76/263514)	8/5/2003 (5/29/2001)	HealthSouth Corporation	Registered
HEART COLLEGE	2730537 (76/975339)	6/24/2003 (5/23/2001)	HealthSouth Corporation	Registered
HRC WORKS	2760921 (76/367409)	9/9/2003 (2/7/2002)	HealthSouth Corporation	Registered
SPORTS MEDICINE UPDATE	1802066 (74/316266)	11/2/1993 (9/22/1992)	HealthSouth Corporation	Registered
WORKSTART	1669840 (74/122190)	12/24/1991 (12/10/1990)	HealthSouth Corporation	Registered

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Schedule II  
to the Patent and Trademark  
Security Agreement

Foreign Trademarks

Country	Trademark	Reg. No. (App. No.)	Registration Date (Filing Date)	Owner	Comments
Australia	AUTOAMBULATOR	945024 (945024)	10/28/2003 (2/25/2003)	HealthSouth Corporation	Registered
Canada	AUTOAMBULATOR	(1169055)	(2/27/2003)	HealthSouth Corporation	Registered
Mexico	AUTOAMBULATOR	801497 (590616/617)	7/24/2003 (3/3/2003)	HealthSouth Corporation	Registered
Mexico	AUTOAMBULATOR	794409 (90617)	5/30/2005 (3/3/2003)	HealthSouth Corporation	Registered; Undisclosed
Puerto Rico	AUTOAMBULATOR	(57393)	(6/20/2003)	HealthSouth Corporation	Pending; Unable to Confirm
Puerto Rico	GETTING PEOPLE BACK...TO WORK...TO PLAY...TO LIVING	8359 (8359)	1/28/2002 (9/1/1999)	HealthSouth Corporation	Registered
Canada	GETTING PEOPLE BACK...TO WORK...TO PLAY...TO LIVING	514980 (855335)	8/24/1999 (9/5/1997)	HealthSouth Corporation	Registered
Canada	H	503441 (855333)	11/2/1998 (9/5/1997)	HealthSouth Corporation	Registered
Canada	H	549280 (874259)	8/3/2001 (4/3/1998)	HealthSouth Corporation	Registered
Puerto Rico	H	41661 (41661)	10/17/1997 (10/17/1997)	HealthSouth Corporation	Registered; Unable to Confirm
Puerto Rico	H and Design	43173 (43173)	6/30/2000	HealthSouth Corporation (Switzerland)	Registered; Undisclosed
Puerto Rico	H and Design	43172 (43172)	6/30/2000	HealthSouth Corporation	Registered; Undisclosed
Puerto Rico	H and Design	43174 (43174)	6/30/2000	HealthSouth Corporation (Switzerland)	Registered; Undisclosed
Puerto Rico	H and Design	43175 (43175)	6/30/2000	HealthSouth Corporation (Switzerland)	Registered; Undisclosed
Puerto Rico	H and Design	43176 (43176)	6/30/2000	HealthSouth Corporation (Switzerland)	Registered; Undisclosed
Canada	HEALTHSOUTH	503440 (855334)	11/2/1998 (9/5/1997)	HealthSouth Corporation	Registered

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Schedule II  
to the Patent and Trademark  
Security Agreement

Country	Trademark	Reg. No. (App. No.)	Registration Date (Filing Date)	Owner	Comments
Canada	HEALTHSOUTH	543967 (874620)	4/20/2001 (4/16/1998)	HealthSouth Corporation	Registered
Puerto Rico	HEALTHSOUTH	41660 (41660)	10/17/1997 (10/17/1997)	HealthSouth Corporation	Registered
Puerto Rico	HEALTHSOUTH	8365 (8365)	8/20/2001 (11/22/1999)	HealthSouth Corporation	Registered
Puerto Rico	HEALTHSOUTH	41660 (41660)	4/30/1999	HealthSouth Corporation	Registered; Undisclosed

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