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8-21-98

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patent.

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and original documents or copy thereof.

1. Name of conveying party(ies):

StarMed Staffing, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

Execution Date: 8/17/98

2. Name and address of receiving party(ies)

Name: NationsBank, N.A., as Agent

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

Street Address: 800 Market Street

City: St. Louis State: MO ZIP: 63101

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,488,786

Additional numbers attached?  Yes  No

RECORDED  
INDEXED

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

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO ZIP: 63102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Terri Branson

Name of Person Signing

Terri Branson  
Signature

8/19/98

Date

Total number of pages including cover sheet, attachments, and document: 10

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made by and between STARMED STAFFING, INC. ("Assignor"), and NATIONSBANK, N.A., a national banking association, as lead agent for the ratable benefit of itself and the other Lenders (the "Agent") and entered into as of August 12, 1998.

**1. Preliminary Statements.**

A. RehabCare Group, Inc. and TeamRehab, Inc. (separately and collectively, "Borrower"), have executed and delivered to Agent that certain Second Amended and Restated Loan Agreement between Borrower, Agent, and the Lenders of even date herewith (as amended, modified, restated or replaced from time to time, the "Loan Agreement").

B. Assignor has executed and delivered this Agreement to Agent to secure its Guaranty, as a condition of the Lenders entering into the Loan Agreement, and to induce the Lenders to make the loans to Borrower pursuant to the Loan Agreement.

C. All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Loan Agreement.

**2. Assignment of Trademark Collateral.** As security for the full and prompt performance of all of the Loan Obligations, and the Guaranteed Obligations of Assignor pursuant to that certain Unlimited Guaranty dated as of March 4, 1998 (which Assignor has joined pursuant to an Unlimited Guaranty Joinder Agreement of even date herewith), Assignor hereby grants, assigns and conveys to Agent a security interest in Assignor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Assignor's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, each name, mark, registration, and application listed on Schedule I attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) together in each case with the good will of Assignor's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral.

**3. Representations and Warranties.** Assignor represents and warrants as follows:

A. Assignor is the sole and exclusive owner of the Trademark Collateral free and clear of any Security Interests, charges, claims of infringement upon the rights of third parties and encumbrances, except as otherwise disclosed in Schedule I.

B. Set forth in Schedule I is a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Assignor.

C. Assignor has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the Trademark Collateral, except as contemplated in the Loan Agreement or as otherwise disclosed in Schedule I.

D. The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, and, to Assignor's knowledge, each item comprising the Trademark Collateral is valid and enforceable.

#### **4. Further Assurances.**

A. Assignor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect, amend or protect the assignment and the security interest granted hereby or (ii) to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Assignor will execute and file such financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Agent may reasonably request, in order to perfect and preserve the assignment and security interest granted hereby.

B. Assignor hereby authorizes Agent to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule I), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Assignor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

C. Assignor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule I, (i) Assignor shall give prompt written notice thereof to Agent, (ii) the provisions of Section 2 shall automatically apply to any such mark, registration, or application, and (iii) any such mark, registration, or application, together with the good will of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral.

D. With respect to any Trademark Collateral necessary to the conduct of Assignor's business, Assignor agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the

filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings, except that Assignor shall be relieved of the obligations of this Section upon consent of Agent, which consent will not be unreasonably withheld. To the extent necessary or desirable to the conduct of its business, Assignor agrees to take corresponding steps with respect to each new or other registered trademark, service mark, trademark or service mark registration to which Assignor is now or later becomes entitled.

E. If Assignor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Assignor shall promptly notify Agent and shall promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, or, with the consent of Agent, which consent will not be unreasonably withheld, shall take such other actions as Assignor shall deem appropriate under the circumstances to protect such Trademark Collateral.

F. Assignor shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

**5. Transfers and Other Security Interests.** Assignor shall not

A. sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except as permitted by the Loan Agreement;

B. create or suffer to exist any Security Interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule I, or as otherwise permitted by the Loan Agreement; or

C. take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights thereunder of Assignor.

**6. Agent Appointed Attorney-in-Fact.** Assignor hereby irrevocably appoints Agent as Assignor's attorney-in-fact, with full authority in Assignor's place, stead and on behalf of Assignor and in Assignor's names or otherwise, from time to time in Agent's reasonable discretion, to take any action and to execute any instrument that Agent deems reasonably necessary to accomplish the purposes of this Agreement, including, without limitation, after the occurrence and during the continuance of an Event of Default: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral; (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings that Agent may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Agent with respect to any of the Trademark Collateral.

**7. Agent May Perform.** If Assignor fails to perform any of the obligations contained herein, Agent may perform, or cause performance of, such obligations, and the

expenses of Agent incurred in connection therewith shall be payable by Assignor under Section 10.

**8. Agent's Duties.** The powers conferred on Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Agent to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, Agent shall have no duty as to any Trademark Collateral, or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

**9. Remedies.** If any Event of Default shall have occurred and be continuing:

A. Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Agent, all the rights and remedies of a secured party on default under the Uniform Commercial Code ("Code") (whether or not the Code applies to the affected Trademark Collateral) and also may (i) as provided in Section 6, exercise any and all rights and remedies of Assignor under or otherwise in respect of the Trademark Collateral; (ii) require Assignor to, and Assignor hereby agrees that it will at its expense and upon request of Agent forthwith, assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make them available to Agent at a place to be designated by Agent which is reasonably convenient to both Agent and Assignor, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Agent's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Assignor shall supply to Agent or its designee Assignor's know-how and expertise relating to the provision of services relating to any Trademark Collateral subject to such disposition, and Assignor' customer lists and other records relating to such Trademark Collateral and to the distribution of such services. Assignor agrees that, to the extent notice to Assignor of the time and place of any public sale or the time after which any private sale is to be made, ten (10) Business Days shall constitute reasonable notice. Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned

B. All payments received by Assignor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Agent, shall be segregated from other funds of Assignor and shall be forthwith paid over to Agent in the same form as so received (with any necessary endorsement).

C. All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral shall be applied (after payment of any amounts payable to Agent pursuant to Section 10) by Agent against the Loan Obligations in such order as Agent shall elect. Any surplus of such cash or cash

proceeds held by Agent and remaining after payment in full of all the Loan Obligations shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive such surplus.

**10. Expenses.** Assignor, upon demand, will pay to Agent the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and actual expenses of its counsel and of any experts and agents, which Agent may incur in connection with any and all of the following (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (ii) the exercise or enforcement of any of Agent's rights hereunder, or (iii) the failure by Assignor to perform or observe any of the provisions hereof.

**11. Amendments, Waivers, Consents.** No amendment or waiver of any provision of this Agreement nor consent to any departure by either party herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by an authorized officer of Agent and Assignor (except that waivers need only be signed by an authorized officer of such party), and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given

**12. Notices.** Any notice or notification required, permitted or contemplated hereunder shall be given in the manner set out in the Loan Agreement.

**13. Miscellaneous.**

A. This Agreement shall create a continuing assignment and security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Loan Obligations, and (ii) be binding upon Assignor, its successors and assigns, and (iii) inure, together with the rights and remedies of Agent hereunder, to the benefit of Agent, its successors, transferees and assigns.

B. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

C. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the local law of the State of Missouri, without reference to the conflicts of law principles thereunder, unless preempted by the federal laws of the United States of America

D. The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

E. The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

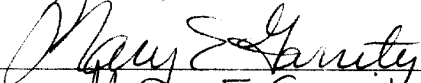
F. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which shall be deemed to be one and the same instrument.

G. This Agreement shall terminate upon full and final payment and performance of all the Loan Obligations and termination of the Commitments. At such time, Agent shall, at the request of Assignor, reassign and redeliver to Assignor all of the Trademark Collateral hereunder which have not been sold, disposed of, retained or applied by Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Agent, except as to the absence of any prior assignments by Agent of its interest in the patents, and shall be at the expense of Assignor.

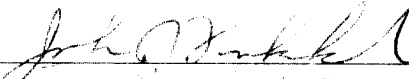
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IN WITNESS WHEREOF, Assignor and Agent have executed this Agreement as of the date first above written.

**NATIONSBANK, N.A.**

By:   
Name: Mary E. Garity  
Title: Vice President

**STARMED STAFFING, INC.**

By:   
Name: John A. Kirkland  
Title: President





**SCHEDULE I**

**ISSUED TRADEMARK REGISTRATIONS - U.S.**

<u>MARK</u>	<u>REG. NO.</u>	<u>COUNTRY</u>
STARMED	1,488,786	USA