

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SHG SERVICES, INC.		10/18/2010	CORPORATION: DELAWARE
SUNMARK OF NEW MEXICO, INC.		10/18/2010	CORPORATION: NEW MEXICO
CAREERSTAFF UNLIMITED, INC.		10/18/2010	CORPORATION: DELAWARE
SUNBRIDGE HEALTHCARE CORPORATION		10/18/2010	CORPORATION: NEW MEXICO
SOLAMOR HOSPICE CORPORATION		10/18/2010	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3690404	
Registration Number:	2003994	SUNDANCE
Registration Number:	3644828	CARING IS THE KEY IN LIFE
Registration Number:	2175242	CAREERSTAFF UNLIMITED
Registration Number:	3545505	REHAB RECOVERY SUITES
Serial Number:	75238479	SUNBRIDGE
Serial Number:	76669046	SOLAMOR
Registration Number:	3579297	SUNBRIDGE

OP \$215.00 3690404

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:	36369
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/19/2010

Total Attachments: 8  
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**NAMES OF ADDITIONAL CONVEYING PARTIES FOR THE TRADEMARK  
SECURITY AGREEMENT:**

SUNMARK OF NEW MEXICO, INC. — A NEW MEXICO CORPORATION  
101 SUN AVE. NE  
ALBUQUERQUE, NM 87109

CAREERSTAFF UNLIMITED, INC. — A DELAWARE CORPORATION  
8615 FREEPORT PKWY, SUITE 225  
IRVING, TX 75063

SUNBRIDGE HEALTHCARE CORPORATION — A NEW MEXICO  
CORPORATION  
18831 VON KARMAN, SUITE 400  
IRVINE, CA 92612

SOLAMOR HOSPICE CORPORATION — A OKLAHOMA CORPORATION  
1405 W. CENTER ST., SUITE 205  
GREENWOOD, AR 72936

TRADEMARK SECURITY AGREEMENT dated as of October 18, 2010 (this "*Agreement*"), among SHG SERVICES, INC., a Delaware corporation to be renamed SUN HEALTHCARE GROUP, INC. (the "*Borrower*"), the Subsidiaries listed on Schedule I hereto (the "*Subsidiary Parties*") and Credit Suisse AG, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of October 18, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among Sun Healthcare Group, Inc., a Delaware corporation ("*Old Sun*"), the Borrower, the Subsidiaries from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of October 18, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Old Sun, the Borrower, the Lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and 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 of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or, as the case may be, the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement 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, each Grantor, pursuant to the Security Agreement, did and hereby does grant 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 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*"):

(a) 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, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

*[Remainder of this page intentionally left blank]*

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

SHG SERVICES, INC.,

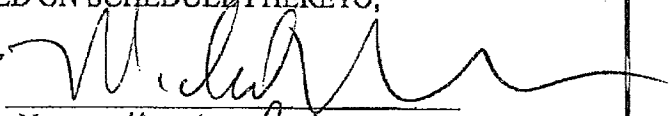
by



Name: Michael Neuman  
Title: Vice President

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by



Name: Michael Neuman  
Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

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

by

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

[Company Signature Page to the Trademark and Security Agreement]

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

SHG SERVICES, INC.,

by

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

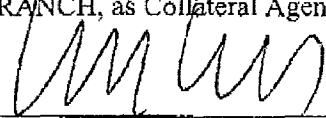
EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

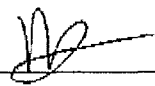
\_\_\_\_\_  
Name:  
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

  
\_\_\_\_\_  
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

by

  
\_\_\_\_\_  
Name:  
Title: **Rahul Parmar**  
**Associate**

[CS Sig Page to Trademark and Security Agreement]



Schedule I

<u>Subsidiary Parties</u>
Sunmark of New Mexico, Inc.
CareerStaff Unlimited, Inc.
SunBridge Healthcare Corporation
SolAmor Hospice Corporation

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Sunmark of New Mexico, Inc.	Design used by Sun Healthcare Group, Inc.	3690404	9/29/2016
	SunDance	2003994	10/01/2016
	SunBridge	75238479	11/03/2018
	SunBridge	3579297	02/24/2015
	Caring is the Key in Life	3644828	6/23/2015
CareerStaff Unlimited, Inc.	CareerStaff Unlimited	2175242	07/21/2018
SunBridge Healthcare Corporation	Rehab Recovery Suites	3545505	12/09/2014
SolAmor Hospice Corporation	SolAmor	76669046	04/29/2014

II. Trademark Applications

NONE

III. Trademark Licenses

NONE