

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---------------------------------------|
| Kindred Healthcare, Inc. | | 06/01/2011 | CORPORATION: DELAWARE |
| RehabCare Group Management Services, Inc. | | 06/01/2011 | CORPORATION: DELAWARE |
| RehabCare Group, Inc. | | 06/01/2011 | CORPORATION: DELAWARE |
| RehabCare Group East, Inc. | | 06/01/2011 | CORPORATION: DELAWARE |
| Canon & Associates, LLC | | 06/01/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| American Vitalcare LLC | | 06/01/2011 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| Triumph HealthCare Holdings, Inc. | | 06/01/2011 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | JPMorgan Chase Bank, NA, as Collateral Agent |
| Street Address: | 1111 Fannin Street, 10th Floor |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77002 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 2934790 | ANGEL CARE |
| Registration Number: | 2680685 | |
| Registration Number: | 2660452 | KINDRED HEALTHCARE |
| Registration Number: | 1523865 | HO HO HOTLINE |
| Registration Number: | 1599033 | VENCOR |
| Registration Number: | 2660453 | KINDRED |
| Registration Number: | 1465236 | PROTOUCH |

OP \$1115.00 2934790

| | | |
|----------------------|---------|---|
| Registration Number: | 2061953 | REFLECTIONS |
| Registration Number: | 2660454 | KINDRED |
| Registration Number: | 3097988 | COLORSCAPES |
| Registration Number: | 3103729 | |
| Registration Number: | 3097987 | PASSAGES |
| Registration Number: | 3881334 | CAMP 4 AN ALZHEIMER'S CURE |
| Registration Number: | 3607363 | DEDICATED TO HOPE, HEALING AND RECOVERY |
| Registration Number: | 3515154 | VISTA |
| Registration Number: | 3038352 | PEOPLEFIRST REHABILITATION |
| Registration Number: | 1350149 | REHABCARE |
| Registration Number: | 3720817 | REHABCARE |
| Registration Number: | 3228472 | REHAB CARE DELIVERING THE POST-ACUTE CONTINUUM |
| Registration Number: | 3112795 | |
| Registration Number: | 3186702 | DELIVERING THE POST-ACUTE CONTINUUM |
| Registration Number: | 3678841 | DELIVERING THE POST-ACUTE CONTINUUM |
| Registration Number: | 3304654 | HELPING PEOPLE REGAIN THEIR LIVES |
| Registration Number: | 3424630 | REHAB CARE |
| Registration Number: | 3812570 | REHAB CARE |
| Registration Number: | 3227874 | |
| Registration Number: | 3630472 | HELPING PEOPLE REGAIN THEIR LIVES |
| Registration Number: | 3630473 | |
| Registration Number: | 3041345 | REHABPLUS |
| Registration Number: | 3035587 | THE RIGHT COMPANY THE RIGHT PEOPLE THE RIGHT BENEFITS + THE RIGHT TRAINING = THE RIGHT CHOICE |
| Registration Number: | 3028649 | REHABWORKINGS |
| Registration Number: | 3035456 | THE RIGHT PEOPLE THE RIGHT TRAINING THE RIGHT DIRECTION + THE RIGHT RESOURCES THE RIGHT RESULTS |
| Registration Number: | 3040955 | PASSIONATE PEOPLE PROVIDING POWERFUL PROGRAMS |
| Registration Number: | 3045559 | THE RIGHT DIRECTION |
| Registration Number: | 3045558 | RECAPTURE THE STRENGTH: A SENIOR WELLNESS PROGRAM |
| Registration Number: | 3040911 | REHAB WITH RESULTS! |
| Registration Number: | 3089661 | WE TURN PROBLEMS INTO LONG TERM SOLUTIONS |
| Registration Number: | 3095190 | STRATEGIC SOLUTIONS FOR HEALTH CARE |
| Registration Number: | 3028734 | POLARIS PULSE |

| | | |
|----------------------|----------|----------------------------|
| Registration Number: | 3046200 | POLARIS GROUP |
| Registration Number: | 3704465 | APOLLO RM |
| Registration Number: | 1952150 | THE ACUTE CARE ALTERNATIVE |
| Registration Number: | 3622856 | TRIUMPH HEALTHCARE |
| Serial Number: | 85237481 | R.I.S.E. |

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3303
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | James P. Murphy |
| Signature: | /James P. Murphy/ |
| Date: | 06/02/2011 |

Total Attachments: 14
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TERM LOAN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Kindred Healthcare, Inc., a Delaware corporation and each of its subsidiaries party hereto (each, a “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Kindred Healthcare, Inc. (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to a Term Loan Credit Agreement dated as of June 1, 2011 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Term Loan Guarantee and Security Agreement dated as of June 1, 2011 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (as defined in the Credit Agreement), including this Term Loan Trademark Security Agreement, each Lien Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any

Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as an Enforcement Notice (as defined in the Credit Agreement) is in effect, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Term Loan Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

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IN WITNESS WHEREOF, the Lien Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of June, 2011.

KINDRED HEALTHCARE, INC.

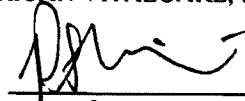
By: Donald H. Robinson
Name: Donald H. Robinson
Title: Senior Vice President of
Tax and Treasurer

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0528

AMERICAN VITALCARE, LLC

By:

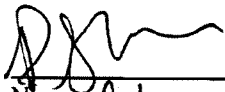


Name: Patricia Williams
Title: Senior Vice President and
General Counsel

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0529

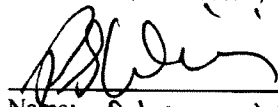
REHABCARE GROUP, INC.

By: 
Name: Patricia Williams
Title: Senior Vice President and
General Counsel

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0530

REHABCARE GROUP EAST, INC.

By:  _____


Name: Patricia Williams

Title: Senior Vice President and General
Counsel

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0531

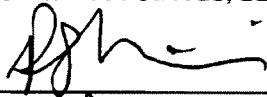
REHABCARE GROUP MANAGEMENT SERVICES,
INC.

By: 
Name: Patricia Williams
Title: Senior Vice President and
General Counsel

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0532

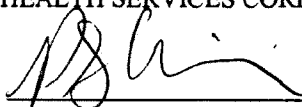
CANNON & ASSOCIATES, LLC

By: 
Name: Patricia Williams
Title: Senior Vice President and
General Counsel

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0533

SCCI HEALTH SERVICES CORPORATION

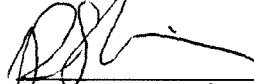
By:  _____

Name: Patricia Williams

Title: SENIOR VICE PRESIDENT AND GENERAL
COUNSEL

[Signature Page to Term Loan Trademark Security Agreement]

TRIUMPH HEALTHCARE HOLDINGS, INC.

By:  _____

Name: PATRICIA WILLIAMS

Title: SENIOR VICE PRESIDENT AND GENERAL COUNSEL.

[Signature Page to Term Loan Trademark Security Agreement]

VTA MANAGEMENT SERVICES, LLC

By: 

Name: Patricia Williams

Title: Senior Vice President and General Counsel

[Signature Page to Term Loan Trademark Security Agreement]

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Dawn LeeLum

Title: Executive Director

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0537

UNITED STATES TRADEMARKS:

Kindred

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|--------------------------|--------------------------------|--|
| Kindred Healthcare, Inc. | 2,934,790 | ANGEL CARE |
| Kindred Healthcare, Inc. | 2,680,685 | Design of a Stylized Rendition of a Person |
| Kindred Healthcare, Inc. | 2,660,452 | KINDRED HEALTHCARE |
| Kindred Healthcare, Inc. | 1,523,865 | HO HO HOTLINE |
| Kindred Healthcare, Inc. | 1, 599,033 | VENCOR |
| Kindred Healthcare, Inc. | 2,660,453 | KINDRED plus design |
| Kindred Healthcare, Inc. | 1,465,236 | PROTOUCH |
| Kindred Healthcare, Inc. | 2,061,953 | REFLECTIONS |
| Kindred Healthcare, Inc. | 2,660,454 | KINDRED |
| Kindred Healthcare, Inc. | 3,097,988 | COLORSCAPES |
| Kindred Healthcare, Inc. | 3,103,729 | Design of the Colorscares Circle Logo |
| Kindred Healthcare, Inc. | 3,097,987 | PASSAGES |
| Kindred Healthcare, Inc. | 3,881,334 | CAMP 4 AN ALZHEIMER'S CURE |
| Kindred Healthcare, Inc. | 3,607,363 | DEDICATED TO HOPE, HEALING AND RECOVERY |
| Kindred Healthcare, Inc. | 3,515,154 | VISTA |
| Kindred Healthcare, Inc. | 3,038,352 | PEOPLEFIRST REHABILITATION plus design |

RehabCare

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---|--------------------------------|---|
| RehabCare Group Management Services, Inc. | 1,350,149 | REHABCARE |
| RehabCare Group, Inc. | 3,720,817 | REHABCARE |
| RehabCare Group, Inc. | 3,228,472 | REHAB CARE DELIVERING THE POST-ACUTE CONTINUUM (Stylized and/or Design) |
| RehabCare Group, Inc. | 3,112,795 | (Design of a Stylized Person) |
| RehabCare Group, Inc. | 3,186,702 | DELIVERING THE POST-ACUTE CONTINUUM |
| RehabCare Group, Inc. | 3,678,841 | DELIVERING THE POST-ACUTE CONTINUUM |
| RehabCare Group, Inc. | 3,304,654 | HELPING PEOPLE REGAIN THEIR LIVES |
| RehabCare Group, Inc. | 3,424,630 | REHAB CARE (Stylized and/or with Design) |
| RehabCare Group, Inc. | 3,812,570 | REHAB CARE (Stylized and/or Design) |
| RehabCare Group, Inc. | 3,227,874 | Design of a Heart and Hand LOGO |
| RehabCare Group, Inc. | 3,630,472 | HELPING PEOPLE REGAIN THEIR LIVES |
| RehabCare Group, Inc. | 3,630,473 | Design of a Heart and Hand LOGO) |
| RehabCare Group East, Inc. | 3,041,345 | REHABPLUS |

| | | |
|-----------------------------------|-----------|---|
| RehabCare Group East, Inc. | 3,035,587 | THE RIGHT COMPANY THE RIGHT PEOPLE THE RIGHT BENEFITS + THE RIGHT TRAINING = THE RIGHT CHOICE |
| RehabCare Group East, Inc. | 3,028,649 | REHABWORKINGS |
| RehabCare Group East, Inc. | 3,035,456 | THE RIGHT PEOPLE THE RIGHT TRAINING THE RIGHT DIRECTION + THE RIGHT RESOURCES THE RIGHT RESULTS |
| RehabCare Group East, Inc. | 3,040,955 | PASSIONATE PEOPLE PROVIDING POWERFUL PROGRAMS |
| RehabCare Group East, Inc. | 3,045,559 | THE RIGHT DIRECTION |
| RehabCare Group East, Inc. | 3,045,558 | RECAPTURE THE STRENGTH: A SENIOR WELLNESS PROGRAM |
| RehabCare Group East, Inc. | 3,040,911 | REHAB WITH RESULTS! |
| Cannon & Associates, LLC | 3,089,661 | WE TURN PROBLEMS INTO LONG TERM SOLUTIONS |
| Cannon & Associates, LLC | 3,095,190 | STRATEGIC SOLUTIONS FOR HEALTH CARE |
| Cannon & Associates, LLC | 3,028,734 | POLARIS PULSE |
| Cannon & Associates, LLC | 3,046,200 | POLARIS GROUP |
| Cannon & Associates, LLC | 3,704,465 | APOLLO RM |
| American Vitalcare LLC | 1,952,150 | THE ACUTE CARE ALTERNATIVE |
| Triumph Healthcare Holdings, Inc. | 3,622,856 | TRIUMPH HEALTHCARE |

Applications:

RehabCare

| <u>OWNER</u> | <u>APPLICATION NUMBER</u> | <u>TRADEMARK</u> |
|-----------------------|---------------------------|------------------|
| RehabCare Group, Inc. | 85/237481 | R.I.S.E. |