

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Cannon & 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, N.A., 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:	06/03/2011

Total Attachments: 14

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ABL 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 ABL Credit Agreement dated as of June 1, 2011 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a ABL 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 ABL 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 ABL 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 ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0390

AMERICAN VITALCARE, LLC

By:



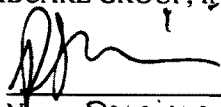
Name: Patricia Williams

Title: Senior Vice President and
General Counsel

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0391

REHABCARE GROUP, INC.

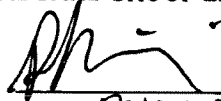
By: 
Name: Patricia Williams
Title: Senior Vice President and
General Counsel

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0392

REHABCARE GROUP EAST, INC.

By:



Name: Patricia Williams

Title: Senior Vice President and
General Counsel

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0393

REHABCARE GROUP MANAGEMENT SERVICES,
INC.

By:



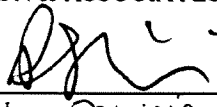
Name: Patricia Williams

Title: Senior Vice President and
General Counsel

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0394


CANNON & ASSOCIATES, LLC

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

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0395

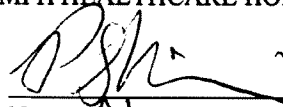
SCCI HEALTH SERVICES CORPORATION

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

[Signature Page to ABL Trademark Security Agreement]

TRIUMPH HEALTHCARE HOLDINGS, INC.

By:



Name: Patricia Williams

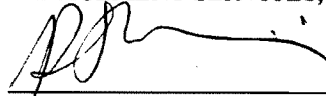
Title: Senior Vice President and
General Counsel

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0397

VTA MANAGEMENT SERVICES, LLC

By:



Name: PATRICIA WILLIAMS

Title: SENIOR VICE PRESIDENT and General
COUNSEL


[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0398

Acknowledged:

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

By:

A handwritten signature in black ink, appearing to read "Dawn Lee Lum", written over a horizontal line.

Name: Dawn LeeLum

Title: Executive Director

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 004553 FRAME: 0399

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 Colorscapes 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.	<u>3,040,955</u>	<u>PASSIONATE PEOPLE PROVIDING POWERFUL PROGRAMS</u>
RehabCare Group East, Inc.	<u>3,045,559</u>	<u>THE RIGHT DIRECTION</u>
RehabCare Group East, Inc.	<u>3,045,558</u>	<u>RECAPTURE THE STRENGTH: A SENIOR WELLNESS PROGRAM</u>
RehabCare Group East, Inc.	<u>3,040,911</u>	<u>REHAB WITH RESULTS!</u>
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.