

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
Weirton Health Partners, LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Defiance Health Partners, LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Barboursville Health Partners, Ltd.		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Lima Senior Living, LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Parkersburg Health Partners, LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Hearth & Home at El Camino LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
H & H at Van Wert LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
H & H at Urbana LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Hearth & Home at Harding LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Chancellor Health Partners, Inc.		07/15/2013	CORPORATION: OHIO
Chancellor Senior Management, Ltd.		07/15/2013	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	41 S. High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

CH \$90.00 3880872

Property Type	Number	Word Mark
Registration Number:	3880872	GLENNPARK
Registration Number:	3880873	GLENNPARK OF DEFIANCE
Registration Number:	2018206	HEARTH & HOME

CORRESPONDENCE DATA

Fax Number: 6142272100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 614-227-2186
Email: ipdocket@porterwright.com
Correspondent Name: Robert J. Morgan
Address Line 1: 41 S. High Street
Address Line 2: Suite 2900
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0266900-194190
NAME OF SUBMITTER:	Robert J. Morgan
Signature:	/Robert J. Morgan/
Date:	07/30/2013

Total Attachments: 7
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SHORT FORM TRADEMARK SECURITY AGREEMENT

SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2013, is entered into by WEIRTON HEALTH PARTNERS, LLC, an Ohio limited liability company, DEFIANCE HEALTH PARTNERS, LLC, an Ohio limited liability company, BARBOURSVILLE HEALTH PARTNERS, LTD., an Ohio limited liability company, LIMA SENIOR LIVING, LLC, an Ohio limited liability company, PARKERSBURG HEALTH PARTNERS, LLC, an Ohio limited liability company, HEARTH & HOME AT EL CAMINO LLC, an Ohio limited liability company, H & H AT VAN WERT LLC, an Ohio limited liability company, H & H AT URBANA LLC, an Ohio limited liability company, HEARTH & HOME AT HARDING LLC, an Ohio limited liability company, and each other Person that joins the Credit Agreement as a Borrower after the date hereof (each of the foregoing is separately a "Borrower" and collectively, the "Borrowers"), CHANCELLOR HEALTH PARTNERS, INC., an Ohio corporation (the "Parent"), and CHANCELLOR SENIOR MANAGEMENT, LTD., an Ohio limited liability company ("CSM", and together with the Parent, each Borrower, and each of the entities listed on the signature pages hereto as a "Borrower" or a "Grantor" or that becomes a party hereto, a "Grantor" and, collectively, the "Grantors") in favor of THE HUNTINGTON NATIONAL BANK, as administrative agent (in such capacity, together with its successors in such capacity, "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, Administrative Agent, and the other parties from time to time party to the Credit Agreement, certain Secured Parties have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Secured Parties and Administrative Agent to enter into the Credit Agreement and to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including without limitation those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHANCELLOR HEALTH PARTNERS, INC.,
WEIRTON HEALTH PARTNERS, LLC,
DEFIANCE HEALTH PARTNERS, LLC,
BARBOURSVILLE HEALTH PARTNERS, LTD.,
LIMA SENIOR LIVING, LLC,
PARKERSBURG HEALTH PARTNERS, LLC,
HEARTH & HOME AT EL CAMINO LLC,
H & H AT VAN WERT LLC,
H & H AT URBANA LLC,
HEARTH & HOME AT HARDING LLC, AND
CHANCELLOR SENIOR MANAGEMENT, LTD.

BY: CHANCELLOR HEALTH PARTNERS, INC.,
GRANTOR, AND MANAGER OF EACH OTHER
GRANTOR

By: 
Roger C. Vincent, President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK
as Administrative Agent

By: _____
Rick J. Zarnoch, Senior Vice President

IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHANCELLOR HEALTH PARTNERS, INC.,
WEIRTON HEALTH PARTNERS, LLC,
DEFIANCE HEALTH PARTNERS, LLC,
BARBOURSVILLE HEALTH PARTNERS, LTD.,
LIMA SENIOR LIVING, LLC,
PARKERSBURG HEALTH PARTNERS, LLC,
HEARTH & HOME AT EL CAMINO LLC,
H & H AT VAN WERT LLC,
H & H AT URBANA LLC,
HEARTH & HOME AT HARDING LLC, AND
CHANCELLOR SENIOR MANAGEMENT, LTD.

BY: CHANCELLOR HEALTH PARTNERS, INC.,
GRANTOR, AND MANAGER OF EACH OTHER
GRANTOR

By: _____
Roger C. Vincent, President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK
as Administrative Agent

By: 
Rick J. Zarnoch, Senior Vice President

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Ohio)
)
COUNTY OF Franklin) ss.

On this 5th day of July, 2013, before me personally appeared Roger C. Vincent, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chancellor Health Partners, Inc., Weirton Health Partners, LLC, Defiance Health Partners, LLC, Barboursville Health Partners, Ltd., Lima Senior Living, LLC, Parkersburg Health Partners, LLC, Hearth & Home at El Camino LLC, H & H at Van Wert LLC, H & H at Urbana LLC, Hearth & Home at Harding LLC, and Chancellor Senior Management, Ltd., who being by me duly sworn did depose and say that he is an authorized representative of said entities, that said instrument was signed on behalf of said entities and that he acknowledged said instrument to be the free act and deed of said entities.



Scot C. Crow, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Public

[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

The following Trademarks are owned by Defiance Health Partners, LLC:

<i>Trademark</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>	<i>Class</i>
GLENNPARK	77753797 June 6, 2009	3880872 November 23, 2010	043 045
GLENNPARK OF DEFIANCE	77753800 June 6, 2009	3880873 November 23, 2010	043 045

The following Trademarks are owned by Chancellor Health Partners, Inc.:

<i>Trademark</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>	<i>Class</i>
HEARTH & HOME	74591757 October 28, 1994	2018206 November 19, 1996	036 042

Defiance Health Partners, LLC uses the following logo:



Barboursville Health Partners, Ltd., Weirton Health Partners, LLC, Lima Senior Living, LLC and Parkersburg Health Partners, LLC use the following logo:



Hearth & Home at El Camino LLC, H & H at Van Wert LLC, H & H at Urbana LLC and Hearth & Home at Harding LLC use the following logo:



B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None