

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
EPIC HEALTH SERVICES, INC.		10/18/2013	CORPORATION: DELAWARE
EPIC PEDIATRIC THERAPY, L.P.		10/18/2013	LIMITED LIABILITY PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	FIFTH STREET FINANCE CORP.
Street Address:	10 Bank Street, 12th Floor
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10606
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3622291	SANTE PEDIATRIC SERVICES
Registration Number:	4170501	SANTÉ PEDIATRIC SERVICES WHERE KIDS COME
Registration Number:	3246156	FREEDOM ELDERCARE

**CORRESPONDENCE DATA**

Fax Number: 7145469035  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 714-641-5100  
 Email: fsanders@rutan.com  
 Correspondent Name: Rutan & Tucker, LLP  
 Address Line 1: 611 Anton Blvd., Suite 1400  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969-0080
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NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	11/01/2013
<b>Total Attachments: 6</b> source=SecurityInterest024969-0080#page1.tif source=SecurityInterest024969-0080#page2.tif source=SecurityInterest024969-0080#page3.tif source=SecurityInterest024969-0080#page4.tif source=SecurityInterest024969-0080#page5.tif source=SecurityInterest024969-0080#page6.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 18, 2013 is made by each of the undersigned, each located at One University Plaza, Suite 200, Hackensack, NJ 07601 and 3010 Gaylord Parkway, Suite 240 Frisco, TX 75034 (individually and collectively, the "Grantor"; and together with any Person (as defined in the Credit Agreement referenced below) from time to time joined as a loan party to the Credit Agreement, individually, a "Loan Party" and collectively, the "Loan Parties"), in favor of FIFTH STREET FINANCE CORP., a Delaware corporation, as administrative agent (the "Administrative Agent"), in connection with that certain Second Lien Credit and Guaranty Agreement dated as of October 18, 2013 among the Grantor, Administrative Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security and Pledge Agreement dated as of the date hereof by Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, modified and supplemented from time to time, the "Security Agreement"), the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.


*(Signature Pages Follow)*

*(Signature Page to Grant of Security Interest In Trademark Rights)*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


GRANTOR:

EPIC HEALTH SERVICES, INC., a  
Delaware corporation

By:   
Keith Frey  
Chief Financial Officer and Treasurer

EPIC PEDIATRIC THERAPY, L.P., a  
Texas limited partnership

By: SANTÉ GP, LLC, a Delaware  
limited liability company, its General  
Partner

By:   
Keith Frey  
Chief Financial Officer and  
Treasurer

*(Signature Page to Grant of Security Interest In Trademark Rights)*

ADMINISTRATIVE AGENT:

FIFTH STREET FINANCE CORP., a  
Delaware corporation

By: Fifth Street Management LLC, its agent

By: Ivelin M. Dimitrov  
Ivelin M. Dimitrov  
Chief Investment Officer

**SCHEDULE A**

U.S. Trademark Registrations and Applications

2672/024969-0080  
6249204

**TRADEMARK**  
**REEL: 005143 FRAME: 0970**

Trademarks:

<b>Grantor</b>	<b>Trademark Name</b>	<b>Registration No./ Serial No.</b>
Santé Rehabilitation, L.P.	Santé Pediatric Services (word mark)	3622291/ 77570040
Santé Rehabilitation, L.P.	Santé Pediatric Services Where Kids Come First	4170501/ 85380896
Epic Health Services, Inc. (DE)	FREEDOM ELDERCARE	3246156/ 78568269