

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kindred Healthcare, Inc.		10/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent		
Street Address:	1111 Fannin Street, 10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4142228	KINDRED TRANSITIONAL CARE AND REHABILITA	
Registration Number:	4142226	KINDRED NURSING AND REHABILITATION	
Registration Number:	4243256	CONTINUE THE CARE	
Registration Number:	4242042	PEOPLEFIRST HOMECARE AND HOSPICE	
Registration Number:	4242057	PEOPLEFIRST HOMECARE AND HOSPICE	
Registration Number:	4443116	KINDRED AT HOME	
Registration Number:	4350062	RESTORING FUNCTION, RENEWING LIFE.	
Registration Number:	4350061	DEDICATED TO HEALTH, COMFORT AND WELL-BE	
Serial Number:	86488880	KINDRED HOUSE CALLS	
Serial Number:	86569277	KINDRED HOSPITAL	
Serial Number:	86713799	COGNITIVE CAPABLE CARE	
Serial Number:	86726514	KINDRED REHABILITATION SERVICES	
Serial Number:	86726516	KINDRED HOSPITAL REHABILITATION SERVICES	
Serial Number:	86737601	KINDRED	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		

OP \$365.00 4142228

Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Michael Barys/

DATE SIGNED: 10/28/2015

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

October 27, 2015

WHEREAS, the entity listed on the signature page hereto (the “**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 that certain ABL Credit Agreement dated as of June 1, 2011, as amended by that certain Amendment No. 1 to the ABL Credit Agreement dated as of October 4, 2012, as amended and restated by that certain Amendment and Restatement Agreement dated as of August 21, 2013, that certain Second Amendment and Restatement Agreement dated as of April 9, 2014 and that certain Third Amendment and Restatement Agreement dated as of October 31, 2014 and as further amended by that certain Incremental ABL Joinder dated as of December 12, 2014 and that certain Amendment No. 2 to the ABL Credit Agreement dated as of June 3, 2015 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) that certain ABL Guarantee and Security Agreement dated as of June 1, 2011 and as amended by the Amendment and Restatement Agreement dated as of August 21, 2013 (as amended, amended and restated, supplemented or otherwise modified 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 the ABL Trademark Security Agreement dated as of June 1, 2011 (as amended and/or supplemented from time to time, (the “**TM Security Agreement**”), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Lien Grantor’s Secured Guarantee**”) 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 the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined therein);

WHEREAS, since the date of the TM Security Agreement, the Lien Grantor has acquired the additional Trademarks and Trademark applications that are set forth on Schedule I attached hereto (collectively, the “**After-Acquired Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’s Secured Guarantee, 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 “**After-Acquired Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising

- (i) each After-Acquired 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; and

(ii) 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 After-Acquired Trademark Collateral owned by the Lien Grantor, or for injury to the goodwill associated with any of the foregoing.

It is the intent of the parties that this ABL Trademark Security Agreement Supplement No. 1 grants a security interest in the After-Acquired Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the After-Acquired Trademark Collateral.

The 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 After-Acquired Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the After-Acquired 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 Supplement No. 1 and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the 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 After-Acquired Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the After-Acquired 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Lien Grantor has caused this ABL Trademark Security Agreement Supplement No. 1 to be duly executed by its officer thereunto duly authorized as of the date first listed above.

Lien Grantor:

Kindred Healthcare, Inc.

By: 

Name: Joseph L. Landenwich

Title: Co-General Counsel and
Corporate Secretary

{Signature Page to the ABL Trademark Security Agreement Supplement No.1}

**TRADEMARK
REEL: 005655 FRAME: 0450**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent

By: 

Name: Dawn Lee Lum

Title: Executive Director

[Signature Page to the ABL Trademark Security Agreement Supplement No.1]

TRADEMARK
REEL: 005655 FRAME: 0451

**Schedule 1
to ABL Trademark
Security Agreement
Supplement No. 1**

TRADEMARK REGISTRATIONS

	Owner	Trademark	Reg. Date	Reg. No.
1.	Kindred Healthcare, Inc.	KINDRED TRANSITIONAL CARE AND REHABILITATION	5/15/2012	4,142,228
2.	Kindred Healthcare, Inc.	KINDRED NURSING AND REHABILITATION	5/15/2012	4,142,226
3.	Kindred Healthcare, Inc.	CONTINUE THE CARE	11/13/2012	4,243,256
4.	Kindred Healthcare, Inc.	PEOPLEFIRST HOMECARE AND HOSPICE	11/13/2012	4,242,042
5.	Kindred Healthcare, Inc.	PEOPLEFIRST HOMECARE AND HOSPICE stylized	11/13/2012	4,242,057
6.	Kindred Healthcare, Inc.	KINDRED AT HOME	12/3/2013	4,443,116
7.	Kindred Healthcare, Inc.	RESTORING FUNCTION RENEWING LIFE.	6/11/2013	4,350,062
8.	Kindred Healthcare, Inc.	DEDICATED TO HEALTH, COMFORT AND WELL-BEING	6/11/2013	4,350,061
9.	Kindred Healthcare, Inc.	KINDRED AT HOME	12/3/2013	4,443,116

TRADEMARK APPLICATIONS

	Owner	Trademark	Reg. Date	Reg. No.
1.	Kindred Healthcare, Inc.	KINDRED HOUSE CALLS	12/23/2014	86/488,880
2.	Kindred Healthcare, Inc.	KINDRED HOSPITAL	3/19/2015	86/569,277
3.	Kindred Healthcare, Inc.	COGNITIVE CAPABLE CARE	8/4/2015	86/713,799
4.	Kindred Healthcare, Inc.	KINDRED REHABILITATION SERVICES	8/17/2015	86/726,514
5.	Kindred Healthcare, Inc.	KINDRED HOSPITAL REHABILITATION SERVICES	8/17/2015	86/726,516
6.	Kindred Healthcare, Inc.	KINDRED (Plus Design)	8/26/2015	86/737,601