

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rehabcare Group, LLC		10/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4263667	REHABCARE	
Registration Number:	1350149	REHABCARE	
Registration Number:	3720817	REHABCARE	
Registration Number:	4293072	REHABCARE	
Registration Number:	5915883	REHABCARE PLUS	
Registration Number:	6348543	MY REHAB VIEWER	
Registration Number:	5888362	BECAUSE OUTCOMES MATTER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0482		
NAME OF SUBMITTER:	Angela M Amaru		

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SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	10/19/2022
Total Attachments: 5 source=Select Rehab - Trademark Security Agreement Executed#page1.tif source=Select Rehab - Trademark Security Agreement Executed#page2.tif source=Select Rehab - Trademark Security Agreement Executed#page3.tif source=Select Rehab - Trademark Security Agreement Executed#page4.tif source=Select Rehab - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the signatories hereto (each, a “Grantor” and collectively, the “Grantors”) and ALTER DOMUS (US) LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors in such capacity, the “Collateral Agent”).

WHEREAS, SRI INTERMEDIATE, LLC, a Delaware limited liability company (the “Borrower”), has entered into the Credit Agreement, dated as of October 19, 2022 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”) with the banks and other financial institutions and entities from time to time party thereto, and the Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of October 19, 2022, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the Guarantee and Collateral Agreement (whether directly therein or by reference to another agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, the Trademark Collateral (as defined below), to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. GRANT OF SECURITY. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations: all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers; but excluding any “intent to use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed and accepted, but only if and for so long as a grant or

enforcement of a security interest in such intent to use application or any registration issuing therefrom would invalidate or otherwise jeopardize Grantor's rights therein or in the resulting registration.

II. RECORDATION. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

III. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IV. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

V. CONFLICT PROVISION. The security interest granted pursuant to this Trademark Security Agreement has been granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

[Signature Page to the Trademark Security Agreement]


**TRADEMARK
REEL: 007883 FRAME: 0141**

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

REHABCARE GROUP, LLC

By: 
Name: Anna Gardina Wolfe
Title: Chief Executive Officer

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

Schedule 1

Loan Party	Trademark	Jurisdiction	Serial Number/ Registration Number	Date Registered
RehabCare Group, LLC	REHABCARE	US	4,263,667	25-Dec-2012
RehabCare Group, LLC	REHABCARE	US	1,350,149	16-Jul-1985
RehabCare Group, LLC	REHABCARE	US	3,720,817	08-Dec-2009
RehabCare Group, LLC	REHABCARE (Logo)	US	4,293,072	19-Feb-2013
RehabCare Group, LLC	REHABCARE PLUS	US	5,915,883	19-Nov-2019
RehabCare Group, LLC	MY REHAB VIEWER	US	6348543	11-May-2021
RehabCare Group, LLC	BECAUSE OUTCOMES MATTER	US	5888362	22-Oct-2019