PTO-1594
5-93)
No. 0651-0011 (exp. 4/94)

REC 03-06-2002

SHEET Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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102004060

To the Honorable Commissioner of Pa... attached original documents or copy thereof.

Name of conveying party(ies):

CHS Therapy Technologies Corporation

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
X Corporation-State Del
Other

2/12/2

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment ☐ Merger
X ☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: November 16, 2001

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as agent

Internal Address:

Street Address: 303 W. Madison

City: Chicago State: IL ZIP: 60606

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

FEB 12 2002

Additional numbers attached? X Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... $ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/05/2002 DBYRNE 00000328 1222812
01 FC:481 40.00 OP
02 FC:482 25.00 OP

ment and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath
Name of Person Signing

Signature

1/10/02
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Continuation Item 4

Schedule 1

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
CHS	1,222,812	
CHS	1,426,819	

TRADEMARK APPLICATIONS

Mark | Date Filed | Serial No.

None.

TRADEMARK LICENSES

Agreement | Parties | Date of Agreement | Subject Matter

As Licensee

None.

As Licensor

None.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 16, 2001 between **CHS THERAPY TECHNOLOGIES CORPORATION,** a Delaware corporation (together with its successors and assigns the "**Pledgor**") and **MADISON CAPITAL FUNDING LLC,** as successor agent for the Lenders referred to below (in such capacity, the "**Agent**").

Statement of Facts

A. CompHealth, Inc., a Delaware corporation (the "**Company**"), CMS Capital Ventures, Inc. ("**Holdings**"), a Delaware corporation, certain lenders (the "**Lenders**") and Banc of America Commercial Finance Corporation, as agent for such Lenders ("**Original Agent**"), are parties to a Credit Agreement dated as of March 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

B. Pledgor is a direct subsidiary of the Company.

C. The Company and the Pledgor share an identity of interests as members of a consolidated group of companies; the Company shall provide certain centralized financial, account and management services to the Pledgor; and the making of Loans and other financial accommodations will enhance the overall financial strength and stability of the Company's corporate group.

D. In order to induce the Lenders and the Agent to enter into the Credit Agreement, and as a condition precedent to the Lenders' obligation to make Loans from time to time under the Credit Agreement, the Pledgor has executed and delivered a Subsidiary Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; all capitalized terms used but not defined in this Agreement have the meanings given to them in the Security Agreement);

E. Pursuant to the Security Agreement, Pledgor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below), to secure the Secured Obligations; and

F. Pursuant to that certain Assignment and Assumption and Omnibus Amendment Agreement dated as of the date hereof among the Original Agent, Agent, Holdings, Pledgor and the Subsidiaries signatory thereto, Original Agent has assigned to Agent, and Agent has assumed, all of the Original Agent's rights and obligations under the Credit Agreement and the other Financing Documents.

Statement of Terms

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans and other extensions of credit to the Company pursuant to the Credit Agreement, Pledgor agrees with the Agent as follows:

Section 1. **Grant of Security Interest.** To secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Agent, for the benefit of itself and the Lenders, a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the **"Trademark Collateral"**), whether now existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A (**"Trademarks"**) of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B (**"Trademark Licenses"**) of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, trademark license, or trade name, including any such items referred to Attachment 1 hereto, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

Section 2. **Secured Obligations.** This Agreement and the security interest granted hereunder to Lender secures all Secured Obligations.

Section 3. **Security Agreement.** This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and any office in which any filing may be required under the UCC (as defined in the Security Agreement) perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Agent under the Security Agreement and the other Financing Documents. The Credit Agreement and the other Financing Documents (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their respective terms.

Section 4. **Release of Security Interest.** At such time as the Secured Obligations (other than contingent and indemnification obligations which survive the repayment of the Loans and the termination of the Commitment) have been paid in full and the Credit Agreement has been terminated, the security interest granted pursuant to this Agreement and the Agreement

shall automatically terminate, and the Agent shall, at Pledgor's expense, promptly execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

Section 5. **Acknowledgment.** Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. **Collateral Document, Etc.** This Agreement is a Security Document and a Financing Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Section 8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

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

PLEDGOR:

CHS THERAPY TECHNOLOGIES CORPORATION.

By: _____
Name: Sean Dailey
Title: Chief Financial Officer

AGENT:

MADISON CAPITAL FUNDING LLC

By: _____
Name:
Title:

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

CHS THERAPY TECHNOLOGIES CORPORATION

By: _____
Name:
Title:

MADISON CAPITAL FUNDING LLC, as Agent

By: Trevor J. Clark
Name: Trevor J. Clark
Title: Managing Director

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Trademark	Reg. No.	Reg. Date
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