

Doc Code:

FORM PTO-1594 (Modified) (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008) TM05/REV04

RECORDATION TRADEMARKS / SER

06-26-2006



103264239

Docket No.:

T938799

new address(es) below.

To the Director of the U. S. Patent and Trademark Office: Please r

1. Name of conveying party(ies):

Canadian Back Institute Operating Limited Partnership, by its general partner, Canadian Back Institute No. 2 (GP) Inc.

6-7106

- Individual(s) Association General Partnership Limited Partnership Corporation-State: Other

Citizenship (see guidelines) Additional names(s) of conveying party(ies)

3. Nature of conveyance/Execution Date(s):

Execution Date: March 1, 2006

- Assignment Merger Security Agreement Change of Name Other

Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Capital Corporation Internal Address: Street Address: 100 King Street West, 11th Floor City: Toronto State: Ontario Country: Canada ZIP: M5X 1A1 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s) 78/348,437

B. Trademark / Service Mark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gowling Lafleur Henderson LLP Internal Address: Street Address: Suite 1600, 1 First Canadian Place 100 King Street West City: Toronto State: Ontario Zip: M5X 1G5 Phone Number: (416) 862-4422 Fax Number: (416) 862-7661 Email Address: sam.ierullo@gowlings.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed

8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number 07-1750 Authorized User Name

9. Signature:

Signature

Sam Ierullo

Name of Person Signing

June 19, 2006

Date

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003356 FRAME: 0462

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AGREEMENT** effective as of March 1, 2006 made by **CANADIAN BACK INSTITUTE OPERATING LIMITED PARTNERSHIP**, by its general partner, **CANADIAN BACK INSTITUTE NO.2 (GP) INC.**, a limited partnership formed under the laws of the Province of Ontario (together with its successors and assigns, the "**Grantor**"), located at 3300 Bloor Street West, Suite 900, Clarica Centre, West Tower, Toronto, Ontario M8X 2X2, in favour of **BMO CAPITAL CORPORATION**, (together with its successors and assigns, the "**Lender**"), located at 100 King Street West, First Canadian Place, 11th Floor, Toronto, Ontario, M5X 1A1.

**WHEREAS** the Grantor has agreed to execute and deliver an unlimited guarantee and postponement of claim dated as of March 1, 2006 in favour of the Lender in respect of all debts, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, of the Borrower (as defined below) to the Lender (as amended, restated, supplemented, modified or replaced from time to time, the "**Guarantee**");

**WHEREAS** as general and continuing collateral security for the payment and fulfillment of the Secured Obligations, the Grantor has agreed, *inter alia*, to grant to the Lender a security interest in the Intellectual Property (as defined below).

**NOW THEREFORE**, in consideration of the Lender agreeing to make available its Loan (as defined in the Loan Agreement below) in favour of the Grantor and in order to induce the Lender to make the extension of credit under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Lender as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement. In addition, in this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:
  - (a) "**Agreement**" means this agreement, including the recitals and any schedules, as amended, modified, supplemented, restated or replaced from time to time;
  - (b) "**Borrower**" means Canadian Back Institute Limited Partnership, a limited partnership formed under the laws of the Province of Ontario, and its successors and permitted assigns;
  - (c) "**Copyrights**" has the meaning set out in Section 2(a) of this Agreement;
  - (d) "**Debenture**" means a demand debenture in the principal amount of \$7,500,000 dated on or about the date hereof and granted by the Grantor in favour of the Lender, as amended, restated, supplemented, modified or replaced from time to time;
  - (e) "**Designs**" has the meaning set out in Section 2(e) of this Agreement;
  - (f) "**Intellectual Property**" has the meaning given to it in Section 2;
  - (g) "**Loan Agreement**" means a loan agreement dated as of March 1, 2006 among the Borrower, as borrower, Canadian Back Institute Holdings Limited Partnership, as parent, and the Lender, as lender, as such agreement may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time;

- (h) **“Patents”** has the meaning set out in Section 2(c) of this Agreement;
- (i) **“Secured Obligations”** means all indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Grantor to the Lender under the Loan Agreement, the Guarantee and any other Loan Document to which the Grantor is party and the payment of all reasonable costs and expenses incurred by the Lender in enforcing any rights under this Agreement;
- (j) **“Trademarks”** has the meaning set out in Section 2(d) of this Agreement;

2. **Grant of Security Interest.** As general and continuing collateral security for the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor’s registered and unregistered intellectual property (all of which shall collectively referred to as the **“Intellectual Property”**) including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held (collectively, the **“Copyrights”**);
- (b) Any and all trade secrets, and any and all property rights in computer software and computer software products, including source code and object code, now or hereafter acquired or held. Software means all computer programs and databases and portions of each of the foregoing owned by the Grantor in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, and the copyright therein including. Software includes both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;
- (c) All patents, patent applications, like protections and inventions now or hereafter acquired or held including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the **“Patents”**);
- (d) Any trademark and service mark rights, slogans, trade dress, and tradenames, internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those set forth on Schedule “A” attached hereto (collectively the **“Trademarks”**);
- (e) Any and all industrial design rights which may be available to the Grantor now or hereafter acquired or held (collectively, the **“Designs”**);

- (f) All licenses or other rights to use any of the Copyrights, Patents, software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights;
- (g) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
- (i) All proceeds and products of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. **Exception Regarding Last Day.** The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Lender directs.

4. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Lender in relation to the Secured Obligations.

5. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Intellectual Property with the Canadian Intellectual Property Office or any other comparable governmental office or agency in Canada or the United States of America. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

6. **Representations, Warranties and Covenants.** The Grantor represents and warrants to the Lender, upon which representations and warranties the Lender specifically relies, that all representations and warranties pertaining to or made by the Grantor in the Loan Documents are true, correct and complete. The Grantor acknowledges and agrees with the Lender to perform all covenants pertaining to or made by the Grantor in any Loan Document.

7. **Acknowledgment.** The Grantor acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property granted in this Agreement are the same as the rights and remedies of the Lender set forth in the Debenture as and with respect to the collateral secured thereby, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

8. **Further Assurances; Attorney in Fact.**

- (a) On a continuing basis, the Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States and Canada, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Canadian Intellectual Property Office and the United States Patent and Trademarks Office and the Register of Copyrights and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Lender, to perfect the Lender's security interests in all Copyrights, Patents, Trademarks and Designs, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Lender the grant or perfection of a security interest in the Intellectual Property.
- (b) The Grantor hereby irrevocably appoints the Lender as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, the Lender or otherwise, from time to time in the Lender's discretion, upon the Grantor's failure or inability to do so, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including:
  - (i) to modify, in its sole discretion, this Agreement without first obtaining the Grantor's approval of or signature to such modification by amending Schedule "A" hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which the Grantor no longer has or claims any right, title or interest; and
  - (ii) to file, in its sole discretion, one or more financing, financing change or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of the Grantor where permitted by law.

9. **Costs.** The Grantor agrees to pay all costs, charges and expenses reasonably incurred by the Lender or any receiver appointed by it, whether directly or for services rendered (including reasonable legal counsels' and auditors' costs and other legal expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, registering, licensing, preparing for disposition and disposing of the Intellectual Property and in enforcing or collecting the Secured Obligations and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Lender or any receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of the Intellectual Property and shall be secured hereby.

10. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The Grantor submits and attorns to the

non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such Province.

12. **Termination.** Upon the indefeasible payment in full and performance of the Secured Obligations, the cancellation of the Loan, and the termination of all obligations of the Lender under the Loan Agreement and the Loan Documents, upon written request by the Grantor to the Lender, this Agreement shall be released, discharged and terminated, and the Lender will, at the sole expense of the Grantor, execute and deliver to the Grantor a release and discharge of this Agreement.
13. **Amalgamation, Reorganization, etc. with a Person.** Except as permitted in writing by the Lender or as otherwise provided for in the Loan Agreement, the Grantor acknowledges and agrees that if it merges, amalgamates, continues, reorganizes or consolidates with any other Person, it is the intention of the parties hereto that the Security Interest (i) shall extend to Intellectual Property owned by such Person(s) and the resultant Person at the time of merger, amalgamation, reorganization or consolidation and to any Intellectual Property thereafter owned or acquired by the resultant Person, such that the term the "Grantor" when used herein will apply to each of the amalgamating, merging, reorganizing or consolidating Persons and the resultant Person, and (ii) shall secure the Secured Obligations of each of the merging, amalgamating, reorganizing or consolidating Persons and the resultant Person to the Lender, at the time of merger, amalgamation or reorganization and any of the Secured Obligations of the resultant Person to the Lender, thereafter arising. The security interest shall attach to the additional Intellectual Property at the time of amalgamation, merger or reorganization and to any Intellectual Property thereafter owned or acquired by the resultant Person when such Intellectual Property is acquired by such Person.
14. **Attachment.** The security interest created hereby is intended to attach when this Agreement is signed by the Grantor and delivered to the Lender.
15. **Receipt of Loan Documents.** The Grantor acknowledges that this Agreement is executed pursuant to the terms and conditions of the Loan Agreement and shall (unless otherwise expressly indicated herein) be administered and applied in accordance with the terms and provisions of the Loan Agreement and the other Loan Documents. The Grantor acknowledges that it has received a copy of the Loan Agreement and any other Loan Documents to which it is party.
16. **Registration of Agreement.** The Grantor hereby acknowledges that the Lender may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Lender, with respect to any registrations or notice registrations of or relating to this Agreement which the Lender deems appropriate.
17. **Severability of Provisions.** If any term, covenant, obligation or agreement contained in this Agreement, or the application of any such term, covenant, obligation or agreement to any Person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability and each term, covenant, obligation or agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

18.

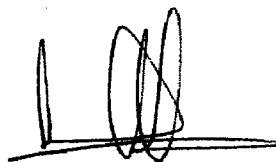
**Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit of all the parties hereto and their respective successors and permitted assigns. The Lender may from time to time, assign or transfer all or any of the Secured Obligations owing to the Lender or any interest therein to any Person in accordance with the Loan Agreement, and may assign and transfer all or any of its rights under this Agreement, provided that such assignment or transfer includes the Lender's interest in the Loan Documents, as the case may be, and provided that such Person agrees to be bound by the terms of this Agreement; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, any such Secured Obligations or part thereof so transferred or assigned shall be and shall remain Secured Obligations for the purposes of this Agreement and any immediate and successive assignee or transferee of any Secured Obligations or any interest therein shall, to the extent of the interest so assigned or transferred, be entitled to the benefit of, and the right to enforce, this Agreement to the same extent as if such Person were the Lender.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first written above.

**CANADIAN BACK INSTITUTE OPERATING  
LIMITED PARTNERSHIP**, by its general  
partner, **CANADIAN BACK INSTITUTE NO. 2  
(GP) INC.**

Per:



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Christopher Szybbo  
President

I have authority to bind the Partnership



**EXHIBIT "A"**  
**INTELLECTUAL PROPERTY**

**I. TRADE-MARKS (CANADA)**

TRADE-MARK	SERIAL/REG. NO.
CBI HEALTH	TMA520,077
PEAK PHYSIOTHERAPY	TMA550,157
CBI PHYSIOTHERAPY & REHABILITATION CENTRE	TMA550,120
	TMA546,251
	TMA544,074
	TMA460,367
	TMA459,610
CANBAC	TMA457,536
	TMA452,684
	TMA348,651
POUR SE SENTIR MIEUX RAPIDEMENT	1,112,916/TMA615,478
GETTING YOU BETTER FASTER	1,112,915/TMA615,281

**II. TRADE-MARKS (UNITED STATES)**

<b>TRADE-MARK</b>	<b>SERIAL/REG. NO.</b>
THE BACK INSTITUTE	78/348,437