

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
Occu-Sport Services, Inc.		03/28/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	ORIX Finance Corp		
Street Address:	1717 Main Street		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2611853	OCCU-SPORT PHYSICAL THERAPY	
Serial Number:	77122357	FIT PLUS U	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 322-6204		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Kyle M. Globerman		
Address Line 1:	1320 Main Street, 17th Floor		
Address Line 2:	Nelson Mullins Riley & Scarborough, LLP		
Address Line 4:	Columbia, SOUTH CAROLINA 29201		
ATTORNEY DOCKET NUMBER:	29942/09006		
NAME OF SUBMITTER:	Kyle M. Globerman		

OP \$65.00 2611853

Signature:	/Kyle M. Globerman/
Date:	03/28/2008
<p>Total Attachments: 15</p> <p>source=ExecutedSecurityAgreement#page1.tif source=ExecutedSecurityAgreement#page2.tif source=ExecutedSecurityAgreement#page3.tif source=ExecutedSecurityAgreement#page4.tif source=ExecutedSecurityAgreement#page5.tif source=ExecutedSecurityAgreement#page6.tif source=ExecutedSecurityAgreement#page7.tif source=ExecutedSecurityAgreement#page8.tif source=ExecutedSecurityAgreement#page9.tif source=ExecutedSecurityAgreement#page10.tif source=ExecutedSecurityAgreement#page11.tif source=ExecutedSecurityAgreement#page12.tif source=ExecutedSecurityAgreement#page13.tif source=ExecutedSecurityAgreement#page14.tif source=ExecutedSecurityAgreement#page15.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2008 (together with all amendments, restatements or other modifications if any, from time to time hereto, this "Agreement"), among ACCELERATED HEALTH SYSTEMS, LLC, an Illinois limited liability company ("Borrower"), ACCELERATED HOLDINGS, LLC, a Delaware limited liability company ("Holdings," and together with Borrower and any other Subsidiary of the foregoing that may otherwise become a Loan Party to the Credit Agreement defined below, each a "Grantor," and collectively, "Grantors"), and ORIX FINANCE CORP, a Delaware corporation, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, Holdings, their respective Subsidiaries party thereto from time to time, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to the Borrower; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors have agreed to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

"Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" has the meaning given to such term in the Security Agreement.

"General Intangibles" means all "general intangibles," as such term is defined in the UCC, now owned or hereafter acquired by any Grantor.

"Patent License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” has the meaning given to such term in the Security Agreement.

“Proceeds” shall mean “proceeds,” as such term is defined in the UCC.

“Secured Obligations” has the meaning given to such term in the Security Agreement.

“Trademark License” has the meaning given to such term in the Security Agreement.

“Trademarks” has the meaning given to such term in the Security Agreement.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

2. GRANT OF LIEN. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under all of the following personal property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto; and

(d) all products and Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

3. Reserved.

4. Reserved.

5. SECURITY AGREEMENTS. The security interests granted by each Grantor pursuant to this Agreement are granted in conjunction with the security interest granted by such Grantor to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each

Grantor and Agent expressly agree that the security interests granted under this Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

6. REINSTATEMENT. This Agreement is subject to reinstatement as set forth in Section 13.4 of the Credit Agreement.

7. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES; PROVIDED THAT THE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND SUCH PERSON HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY PARTY IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY LOAN PARTY AGAINST AGENT OR ANY LENDER OR ANY AFFILIATE THEREOF INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

9. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10. SUCCESSORS AND ASSIGNS. This Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of each Grantor (including any debtor-in-possession on behalf of such Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future permitted holders of any instrument evidencing any of the Secured Obligations and their respective permitted successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Lenders, hereunder. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement.

11. SECTION TITLES. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

12. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and each Grantor with respect to the matters referred to herein and therein.

13. WAIVER OF JURY TRIAL. THE PARTIES EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE PARTIES EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

14. COUNTERPARTS. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Agreement may be authenticated by manual signature, facsimile or electronic means, all of which shall be equally valid.

15. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Agreement and, specifically, the provisions of Section 8 and Section 13, with its counsel.

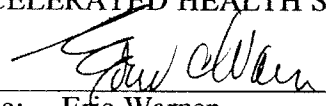
16. JOINDER. It is understood and agreed that any Person that is required to become a party to this Agreement after the Closing Date pursuant to Section 4.14 of the Credit Agreement shall automatically become a Grantor upon the execution and delivery by such Person of any instrument substantially in the form of Exhibit A hereto and the delivery of the same to the Agent, with the same force and effect as if such Person were originally named as a Grantor herein. The execution and delivery of any joinder adding such Person to this Agreement shall only require the consent of the Agent and shall specifically not require the consent of any Loan Party or of any Lender. The rights and obligations of each Grantor shall remain in full force and effect notwithstanding the joinder of any such Person hereto.

[signature page follows]

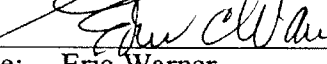
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

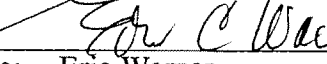
ACCELERATED HEALTH SYSTEMS, LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer

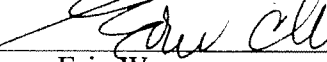
ACCELERATED HOLDINGS, LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer

ACCELERATED REHABILITATION CENTERS
OF PHOENIX LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer

ACCELERATED REHABILITATION CENTERS
OF STATESBORO LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer

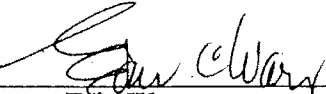
COTTON RIDGE PHYSICAL THERAPY LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer

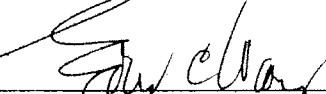
HEALTHQUIP LEASING COMPANY LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer

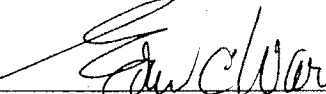
OCCU-SPORT SERVICES, INC

By: 
Name: Eric Warner
Title: Chief Executive Officer

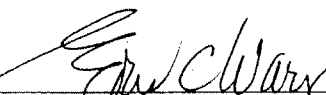
OCCU-SPORT PHYSICAL THERAPY OF
ORLAND PARK, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer


OCCU-SPORT PHYSICAL THERAPY OF OAK
LAWN, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

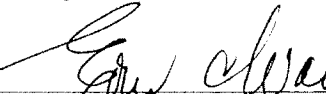
OCCU-SPORT PHYSICAL THERAPY
SERVICES OF PALOS HEIGHTS, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

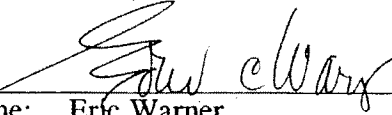
OCCU-SPORT PHYSICAL THERAPY OF ST.
CHARLES, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

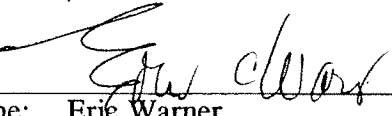
OCCU-SPORT PHYSICAL THERAPY OF
ALGONQUIN, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

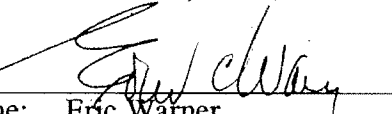
OCCU-SPORT PHYSICAL THERAPY OF
PLAINFIELD, LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer


OCCU-SPORT PHYSICAL THERAPY OF
DARIEN, LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer


OCCU-SPORT PHYSICAL THERAPY OF
CAROL STREAM, LLC

By: 
Name: Eric Warner
Title: Chief Executive Officer


ACCELERATED REHABILITATION
CENTERS, LTD.

By: 
Name: Eric Warner
Title: Chief Executive Officer

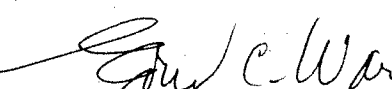
FARMINGTON PHYSICAL THERAPY, INC.

By: 
Name: Eric Warner
Title: Chief Executive Officer

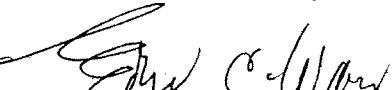
GARY GRAY PHYSICAL THERAPY CLINIC,
INC.

By: 
Name: Eric Warner
Title: Chief Executive Officer

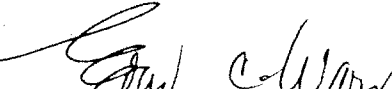
OLYMPIA FIELDS THERAPY, LTD.

By: 
Name: Eric Warner
Title: Chief Executive Officer


ACCELERATED OF IOWA, L.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

EASTERN IOWA THERAPEUTICS, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

GREAT RIVER THERAPEUTICS, P.C.

By: 
Name: Eric Warner
Title: Chief Executive Officer

AGENT:

ORIX FINANCE CORP.

By: 

Christopher L. Smith
Managing Director

EXHIBIT A

Joinder Agreement

THIS JOINDER AGREEMENT (this "Joinder") is dated as of _____, _____, and supplements that certain Intellectual Property Security Agreement dated as of March 28, 2008 (as amended, modified, replaced or restated from time to time, the "Security Agreement"), among the Loan Parties party thereto from time to time (each a "Grantor" and collectively, the "Grantors") and ORIX FINANCE CORP, a Delaware corporation, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

Reference is made to that certain Credit Agreement dated as of March 28, 2008, among Accelerated Health Systems, LLC (the "Borrower"), Accelerated Holdings, LLC, a Delaware limited liability company ("Holdings"), their respective Subsidiaries party thereto from time to time, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (or, to the extent not defined therein, as defined in the Credit Agreement).

The Grantors have entered into the Security Agreement in order to induce the Lenders to extend credit pursuant to the Credit Agreement. Pursuant to Section 4.14 of the Credit Agreement, the undersigned is required to enter into the Security Agreement. Section 16 of the Security Agreement provides that additional parties may become a party to the Security Agreement by execution and delivery of an instrument substantially in the form of this Joinder. The undersigned ("Additional Party") is executing this Joinder in accordance with the requirements of the Credit Agreement to become a "Grantor" under the Security Agreement in order to induce the Lenders to extend and continue the extension of credit pursuant to the Credit Agreement.

Accordingly, the Additional Party agrees, for the benefit of Agent and the Lenders, as follows:

Section 1. In accordance with the Security Agreement, the Additional Party, by its signature below, becomes a party to the Security Agreement with the same force and effect as if originally named therein as a party thereto, and the Additional Party hereby agrees to all the terms thereof and warrants that the representations and warranties made by it as a party thereunder are true and correct in all material respects on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the Additional Party. The Security Agreement is hereby incorporated by reference.

Section 2. The Additional Party represents and warrants to the Agent that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium or similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

Section 3. This Joinder may be authenticated by manual signature, facsimile or electronic means, all of which shall be equally valid. This Joinder shall become effective when Agent shall have received a copy of this Joinder that bears the signature of the Additional Party.

Section 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Additional Party has duly executed and delivered this Joinder as of the date first written above.

[NAME OF ADDITIONAL PARTY]

By: _____
Name:
Title:

ACCEPTED BY AGENT
ON _____, ____.

ORIX FINANCE CORP.

By: _____
Name:
Title:

Schedule I

Patents and Patent Licenses

None

Schedule II

Trademarks and Trademark Licenses

U.S. Trademark Registrations

Trademark	Reg. Number	Reg. Date	Owner	Comments
ACCELERATED HEALTH SYSTEMS	2756791	26-AUG-2003	Accelerated Rehabilitation Centers, Ltd.	
ACCELERATED REHABILITATION CENTERS	1993941	13-AUG-1996	Accelerated Rehabilitation Centers, Ltd.	
OCCU-SPORT PHYSICAL THERAPY	2611853	27-Aug-2002	Occu-Sport Services, Inc.	Section 8 Affidavit Due 27-Aug-2008

U.S. Trademark Applications (ITU)

Trademark	Serial/ App. Number	Filing Date	Owner	Comments
FIT PLUS U	77122357	03-Mar-07	Occu-Sport Services, Inc.	Allowed. Date of Status: 2007-12-04 Statement of Use or 1st Ext. due 2008-06-04

Schedule III

Copyrights and Copyright Licenses

None