# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Luke A. Drayer		08/21/2008	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Drayer Physical Therapy Institute, LLC	
Street Address:	111 South Wackeer Drive	
Internal Address:	c/o Linden Manager LP, Suite 3350	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3108973	DRAYER PHYSICAL THERAPY INSTITUTE

### **CORRESPONDENCE DATA**

Fax Number: (312)861-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312-861-2000 Phone:

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP Address Line 1: 200 East Randolph Drive

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	39105-25 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/

**TRADEMARK** 

**REEL: 003849 FRAME: 0615** 

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Date:	09/10/2008		
Total Attachments: 3			
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TRADEMARK REEL: 003849 FRAME: 0616

#### TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement") is made and entered into as of

August 21, 2008 (the "Effective Date") by and among Luke A. Drayer ("Drayer") and Drayer Physical

Therapy Institute, LLC, a Pennsylvania limited liability company ("Company"). In this Agreement,

"Party" means Drayer or Company, individually, and "Parties" means Drayer and Company, collectively.

The names (including corporate names), domain names, trademarks, trade names, service

marks, logos, insignias and designations identified on Schedule A, and all registrations and applications

therefor, and the goodwill related thereto shall be called the "Drayer Marks." Drayer has agreed to assign

to Company the entire right, title and interest in and to all the Drayer Marks set forth on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, Drayer does hereby sell, assign, transfer and set over to Company the

entire right, title and interest in and to the Drayer Marks, including all registrations and applications, in

the United States and all foreign countries, and including any renewals and extensions of the registrations

that are or may be secured under the laws of the United States and all foreign countries, now or hereafter

in effect, for Company's own use and enjoyment, and for the use and enjoyment of Company's successors,

assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed

by Drayer if this assignment and sale had not been made; together with all claims for damages by reason

of past, present or future infringement or other unauthorized use of the Drayer Marks, with the right to sue

for, and collect the same for Company's own use and enjoyment and for the use and enjoyment of its

successors, assigns or other legal representatives. Drayer requests the Commissioner of Patents and

Trademarks to record Company as the assignee and owner thereof.

TRADEMARK

REEL: 003849 FRAME: 0617

IN TESTIMONY WHEREOF, assignor Drayer and assignee Company have caused this Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 21st day of August, 2008.

DRAYER PHYSICAL THERAPY INSTITUTE, LLC

STATE OF Pennsylvania )
COUNTY OF Dauphin ) SS.

On this 21st day of August, 2008, there appeared before me Luke A. Drayer, personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed.

STATE OF Pennsylvania )

COUNTY OF Vauphin )

SUSAN K SPADONE Notary Public SWATARA TOWNSHIP DAUPHINCOUNTY My Commission Expires Jan 29, 2009

On this 21st day of August, 2008, there appeared before me Scott. P Cielowich personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed on behalf and with full authority of Drayer Physical Therapy Institute, LLC.

NOTARIAL SEAL y Commission Expires Mar 7, 2011 Notary Public R. Thogorich

TRADEMARK REEL: 003849 FRAME: 0618

### **SCHEDULE A: DRAYER MARKS**

## Names, Trade Names, Trademarks and Service Marks

- 1. DRAYER PHYSICAL THERAPY INSTITUTE, LLC
- 2. DRAYER PHYSICAL THERAPY INSTITUTE
- 3. DRAYER PHYSICAL THERAPY INSTITUTE (design-plus-words-and-color service mark; Registered Mark (U.S. Reg. No. 3,108,973))
- 4. DRAYER & DESIGN
- 5. DRAYER
- 6. DPTI
- 7. LEADING THE WAY TO GOOD HEALTH

## **Domain Names**

- 1. drayerconference.com
- 2. drayerpt.com
- 3. drayerpt.net
- 4. drayerpt.org

## Corporate Names

- 1. Drayer Physical Therapy Institute, LLC
- 2. Drayer Physical Therapy Institute
- 3. Drayer Physical Therapy Institute and design
- 4. DPTI
- 5. DPTI Holdings, LLC
- 6. DPTI Holdings
- 7. DPTI Associates, LLC
- 8. LCP-A DPTI, L.P.

**RECORDED: 09/10/2008** 

TRADEMARK REEL: 003849 FRAME: 0619