

RECO

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103526003

09-22-2008

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

ments or the new address(es) below.

1. Name of conveying party(ies):

DRAYER PHYSICAL THERAPY  
INSTITUTE, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) AUGUST 21, 2008

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: ORIX FINANCE CORP

Internal

Address: SUITE 900

Street Address: 1717 MAIN STREET

City: DALLAS

State: TEXAS

Country: US

Zip: 75201

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship DELAWARE  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

US REG NO. 3,108,973

Additional sheet(s) attached? ☒ Yes ☐ No

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

PLEASE SEE ATTACHED

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

Name: NELSON MULLIS RILEY & SCARBOROUGH,

Internal Address: SUITE 900 ATTN:

HILARY WECKSTEIN

Street Address: 101 CONSTITUTION  
AVENUE NW

City: WASHINGTON

State: DC Zip: 20001

Phone Number: 202 712 2876

Fax Number: 202 712 2879

Email Address: \_\_\_\_\_

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:

09-15-2008

a. Credit Card Last 4 Num  
Expiration

09/19/2008 00000091 3108973

b. Deposit Account Number

01 FC:8521

40.00

Authorized User Name \_\_\_\_\_

9. Signature:

HILARY WECKSTEIN  
Signature

Name of Person Signing

9/10/08  
Date

Total number of pages including cover sheet, attachments, and document: 4

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: 003858 FRAME: 0124

# 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.

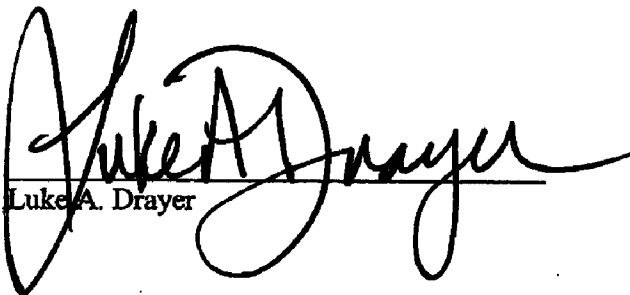
The names (including corporate names), domain names, trademarks, trade names, service marks, logos, insignias and designations identified on Schedule A, and all registrations and applications therefor, and the goodwill related thereto shall be called the "Drayer Marks." Drayer has agreed to assign to 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.


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 21<sup>st</sup> day

of August, 2008.

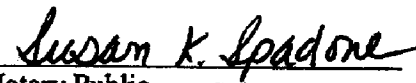
  
Luke A. Drayer

DRAYER PHYSICAL THERAPY  
INSTITUTE, LLC

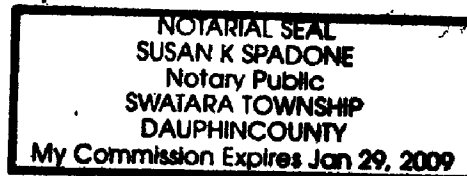
By:   
Name: SCOTT P. CIELEWICZ  
Its: C70

STATE OF Pennsylvania )  
COUNTY OF Dauphin ) SS.

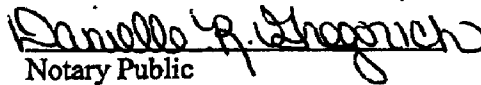
On this 21<sup>st</sup> day of August, 2008, there appeared before me Luke A. Drayer, personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed.

  
Notary Public

STATE OF Pennsylvania )  
COUNTY OF Dauphin ) SS.



On this 21<sup>st</sup> day of August, 2008, there appeared before me Scott P. Cielewicz 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.

  
Notary Public

