

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATI Holdings, LLC		07/01/2011	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Barclays Capital PLC, as Collateral Agent		
Street Address:	70 Hudson Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3035319	APT PLUS	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-701-3345		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	James P. Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:		David Adams	
Signature:		/david adams TR/	
Date:		07/20/2011	

OP \$40.00 3035319

Total Attachments: 6

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**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of ATI HOLDINGS, LLC, an Illinois limited liability company, having its chief executive office at 790 Remington Blvd., Bolingbrook, Illinois 60440 and ADVANCED PHYSICAL THERAPY, LLC, an Indiana limited liability company, having its chief executive office at 5949 West Raymond Street, Indianapolis, Indiana 46241 (each a “Grantor”, and together the “Grantors”), hereby grants to BARCLAYS BANK PLC, as Collateral Agent (the “Grantee”), with offices at 70 Hudson Street, Jersey City, New Jersey 07302, a security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes the Grantors’ rights to:

- (i) each United States patent and patent application, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantors, the Grantee and certain other parties dated as of March 12, 2010, as supplemented pursuant to the counterpart thereto dated July 1, 2011, and as amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the

event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

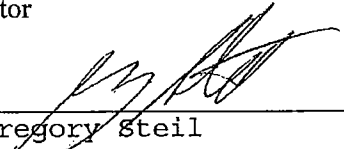
This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

EACH GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

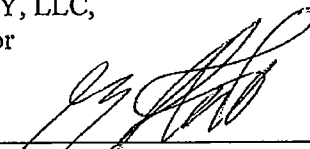
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATI HOLDINGS, LLC,
as Grantor

By: _____


Name: Gregory Steil
Title: Chief Executive Officer
Address:
790 Remington Blvd.
Bolingbrook, IL 60440
ADVANCED PHYSICAL
THERAPY, LLC,
as Grantor

By: _____


Name: Gregory Steil
Title: Chief Executive Officer
Address:
5949 West Raymond Street
Indianapolis, Indiana 46241

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 004587 FRAME: 0816

Agreed and Accepted:

BARCLAYS BANK PLC,
as Collateral Agent,
as Grantee

By: *Diane Rolfe*
Name: Diane Rolfe
Title: Director

[Trademark Security Agreement Signature Page]

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
3035319	USA	October 4, 2005	APT PLUS
3950248	USA	April 26, 2011	OFFICETRAC

TRADE APPLICATIONS

None.