

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
Agility Health, Inc.		08/23/2011	CORPORATION: MICHIGAN
Agility Physical Therapy and Sports Performance, LLC		08/23/2011	LIMITED LIABILITY COMPANY: MICHIGAN
BioCorrect, LLC		08/23/2011	LIMITED LIABILITY COMPANY: MICHIGAN
Agility Health Rehabilitation, LLC		08/23/2011	LIMITED LIABILITY COMPANY: MICHIGAN
Amato Physical Therapy Associates, Inc.		08/23/2011	CORPORATION: MISSOURI
Border Therapy Services, LLC		08/23/2011	LIMITED LIABILITY COMPANY: TEXAS
Peak Performance Sports and Physical Therapy, LLC		08/23/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	611 Woodward Avenue
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2973972	AGILITY HEALTH
Registration Number:	3535663	AGILITY THERAPY
Registration Number:	3672707	

CORRESPONDENCE DATA

900201534

**TRADEMARK
 REEL: 004618 FRAME: 0368**

OP \$90.00 2973972

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Correspondent Name: Nora Hudge, Paralegal
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Address Line 2: 301 East Liberty, Suite 500
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	7-4419
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	09/07/2011

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of Aug 23, 2011, is by **Agility Health, Inc.**, a Michigan corporation (the "Borrower"), **Agility Physical Therapy and Sports Performance, LLC**, a Michigan limited liability company, **BioCorrect, LLC**, a Michigan limited liability company, **Agility Health Rehabilitation, LLC**, a Michigan limited liability company, **Amato Physical Therapy Associates, Inc.**, a Missouri corporation, **Border Therapy Services, LLC**, a Texas limited liability company, **Continuum Wellness Clinic, L.L.C.**, an Arizona limited liability company, and **Peak Performance Sports and Physical Therapy, LLC**, a North Carolina limited liability company (collectively, the "Guarantors", and together with the Borrower, each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association (the "Lender").

Recitals

A. The Borrower and Lender executed a Credit Agreement dated as of July 11, 2011 (as amended, modified, restated or refinanced from time to time, the "Credit Agreement"). In connection with the Credit Agreement, the Grantors executed a Pledge and Security Agreement dated as of July 11, 2011 (the "Security Agreement"), pursuant to which, among other things, the Grantors pledged, assigned and granted to the Lender a first-priority security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents and trademarks, to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

B. The Lender caused the recording before the United States Patents and Trademarks Office ("USPTO") of the security interests that it holds for its benefit in the Patents and Trademarks identified on Exhibit B of the Security Agreement. The Grantors are executing and delivering this Agreement to the Lender to facilitate the recording with the USPTO of the security interests that it holds for the benefit of the Lender in the Patents and Trademarks that are listed on Exhibit B of the Security Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantors hereby grant to the Lender, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors:

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application in the United States referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

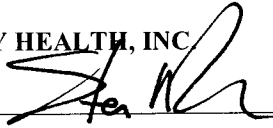
- (2) each patent and patent application, including without limitation, each patent and patent application in the United States referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith.

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

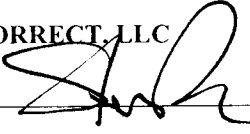
AGILITY HEALTH, INC

By: 
Name: _____
Its: _____


AGILITY PHYSICAL THERAPY AND SPORTS PERFORMANCE, LLC

By: 
Name: _____
Its: _____

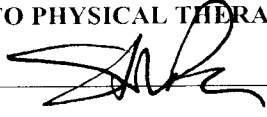
BIOCORRECT, LLC

By: 
Name: _____
Its: _____

AGILITY HEALTH REHABILITATION, LLC

By: 
Name: _____
Its: _____

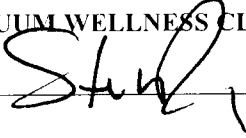
AMATO PHYSICAL THERAPY ASSOCIATES, INC.

By: 
Name: _____
Its: _____

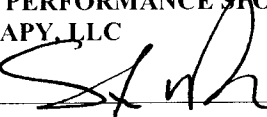
BORDER THERAPY SERVICES, LLC

By: 
Name: _____
Its: _____

CONTINUUM WELLNESS CLINIC, L.L.C.

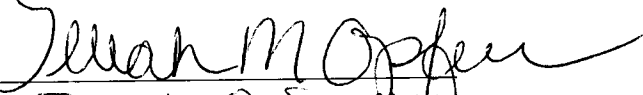
By: 
Name: _____
Its: _____

PEAK PERFORMANCE SPORTS AND PHYSICAL THERAPY, LLC

By: 
Name: _____
Its: _____

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jeremiah O'Sermain
Title: Vice President

Signature Page to Patent & Trademark
Security Agreement

TRADEMARK
REEL: 004618 FRAME: 0373

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Trademark	Serial Number	Filing Date	Registration Number	Date of Registration
Agility Health	78314935	2003-10-17	2973972	2005-07-19
Agility Therapy	77321618	2007-11-05	3,535,663	2008-11-18
Agility Therapy logo	77668394	2009-02-11	3,672,707	2009-08-25

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patents and Patent Applications

U.S. Patent Number/Patent Application Number	Patent Title	Filing Date & Status
Patent No: 7,069,665 Patent App. No: 10/604,418	Correcting Foot Alignment	07-18-2003/Patented Case