

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Drayer Physical Therapy Institute, LLC		09/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Madison Capital Funding LLC, as Agent
<b>Street Address:</b>	30 South Wacker, Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3108973	DRAYER PHYSICAL THERAPY INSTITUTE
Serial Number:	85251735	DRAYER WORKS INDUSTRIAL REHABILITATION CENTER A DRAYER PHYSICAL THERAPY INSTITUTE FACILITY
Serial Number:	85176734	LEADING THE WAY TO GOOD HEALTH
Serial Number:	85176800	DRAYER PHYSICAL THERAPY INSTITUTE
Serial Number:	85176834	DRAYER
Serial Number:	85245655	DRAYER WORKS

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
 Phone: 312-577-8265  
 Email: kristin.brozovic@kattenlaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Kristin Brozovic c/o Katten Muchin  
 Address Line 1: 525 W Monroe Street

CH \$165.00 3108973

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-24

NAME OF SUBMITTER: Kristin Brozovic

Signature: /Kristin Brozovic/

Date: 10/10/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 30<sup>th</sup> day of September, 2011 by Drayer Physical Therapy Institute, LLC, a Pennsylvania limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, as “Borrower”, DPTI Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the other Loan Parties party thereto, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated as of September 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee and the Borrower (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications 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 examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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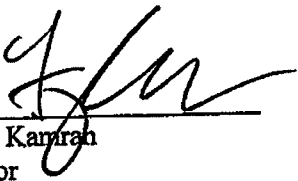
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**DRAYER PHYSICAL THERAPY INSTITUTE,  
LLC, a Pennsylvania limited liability company**

By: *Scott Cielewich*  
Name: Scott Cielewich  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent



By:   
Name: Faraaz Kamran  
Title: Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004638 FRAME: 0927**

Schedule A

**Trademark Registrations and Applications**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner/Applicant
DRAYER WORKS INDUSTRIAL REHABILITATION CENTER A DRAYER PHYSICAL THERAPY INSTITUTE FACILITY 	85251735	2/25/11	N/A	N/A	Pending	Drayer Physical Therapy Institute, LLC
DRAYER WORKS	85245655	2/18/11	4028464	9/20/11	Registered	Drayer Physical Therapy Institute, LLC
LEADING THE WAY TO GOOD HEALTH	85176734	11/15/10	N/A	N/A	Pending	Drayer Physical Therapy Institute, LLC
DRAYER PHYSICAL THERAPY INSTITUTE	85176800	11/15/10	N/A	N/A	Published (Pending)	Drayer Physical Therapy Institute, LLC
DRAYER	85176834	11/15/10	N/A	N/A	Pending	Drayer Physical Therapy Institute, LLC
DRAYER PHYSICAL THERAPY INSTITUTE 	78579182	3/3/05	3108973	6/27/06	Registered	Drayer Physical Therapy Institute, LLC

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