

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
PPT Management, LLC		11/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding V, LLC, as Administrative Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2939962	PROFESSIONAL ORTHOPEDIC AND SPORTS PHYSICAL THERAPY	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41012000061-D.SCHOENDORFF		
NAME OF SUBMITTER:	Patricia O'Donoghue		

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TRADEMARK
 REEL: 004655 FRAME: 0232

Signature:	/Patricia O'Donoghue/
Date:	11/04/2011
Total Attachments: 15 source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page1.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page2.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page3.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page4.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page5.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page6.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page7.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page8.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page9.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page10.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page11.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page12.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page13.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page14.tif source=PPT Management, LLC -Assignment of Trademark Security Agreement -1#page15.tif	

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of November, 2011, by PPT MANAGEMENT, LLC, a Delaware limited liability company, with a principal place of business at 21-42 Utopia Parkway, Whitestone, NY 11357 ("Grantor") in favor of MIDCAP FUNDING V, LLC, a Delaware limited liability company, with a principal place of business at 7255 Woodmont Avenue Suite 200, Bethesda, MD 20814, in its capacity as Administrative Agent (in such capacity, together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Professional Orthopedic and Sports Physical Therapy, P.C., a New York professional service corporation ("PPT PC"), entered into that certain Trademark Security Agreement dated as of October 31, 2011 attached hereto as Exhibit A (the "Trademark Security Agreement"), pursuant to which PPT PC granted to Grantor a security interest in the Trademark Collateral, as defined in the Trademark Security Agreement, recorded at Reel 4651/Frame 0804 on October 31, 2011;

WHEREAS, Grantor and Grantee have entered into that certain Collateral Assignment of Practice Management Agreement, Practice Loan Agreement and Practice Security Agreement (the "Collateral Assignment Agreement"), dated as of October 31, 2011 pursuant to which Grantor has collaterally assigned its rights in and to all right, title and interest of Grantor in, to and under all now owned and hereafter acquired assets of PPT PC granted as collateral to Grantor, including without limitation the Trademark Collateral, to secure the payment and performance of all Obligations;

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 Collateral Assignment Agreement. The Collateral Assignment Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Assignment Agreement.

2. Collateral Assignment. As collateral security for the performance and payment in full of all Obligations under the Loan Documents, Grantor does hereby collaterally assign to Grantee, for its benefit and the benefit of the Lenders, and grant a security interest to Grantee, for its benefit and the benefit of the Lenders (as collateral security for the performance and payment in full of all Obligations) in, (a) all right, title and interest of Grantor in, to and under the Trademark Security Agreement, including but not limited to, any and all collateral and supporting obligations securing or supporting all or any part of the payment and performance obligations of PPT PC to Grantor under the Trademark Security Agreement, the Liens granted by PPT PC to Grantor under the Trademark Security Agreement and Grantor's rights of enforcement with respect to representations and warranties and obligations of PPT PC under the Trademark Security Agreement, whenever arising or coming into existence; (b) all payments,

income and monies now or hereafter due, paid or payable from PPT PC, as applicable, to Grantor and its assigns under the Trademark Security Agreement; and (c) all proceeds of the foregoing.

3. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Collateral Assignment Agreement, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantee and its successors and assigns, including, without limitation, any assignee of Grantee's rights, interests and remedies under any of the Secured Agreements. Without limiting the foregoing, Grantee may assign its rights, interests and remedies under this Agreement for collateral security purposes to any existing or future lender or group thereof (including without limitation any agent, trustee or other representative acting on their behalf) providing financing to Grantee and/or any of its affiliates and to any purchaser or other transferee in any foreclosure sale or other exercise of remedies thereby, and any such lenders (or representative) or such purchaser (or other transferee) may exercise all of the rights and remedies of Grantee, but shall have none of the obligations of Grantee, under this Agreement, all without any further consent of Grantor. Grantor shall cooperate with Grantee and execute all necessary documents in connection with the assignment of the Trademark Collateral to Grantor or any assignee of Grantor.

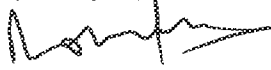
(Signature Pages Follow)

(Signature Page to Assignment of Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Assignment of Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

PPT MANAGEMENT, LLC, a Delaware limited liability company

By:  _____

Name: Rohan Saikia

Its: Vice President

(Signature Page to Assignment of Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FUNDING V, LLC, a Delaware
limited liability company

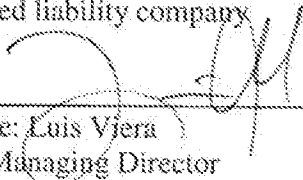
By: 
Name: Luis Vjera
Its: Managing Director

Exhibit A

Trademark Security Agreement

See attached.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2011, by PROFESSIONAL ORTHOPEDIC AND SPORTS PHYSICAL THERAPY, P.C., a New York professional service corporation, with a principal place of business at 21-42 Utopia Parkway, Whitestone, NY 11357 ("Grantor") in favor of PPT MANAGEMENT, LLC, a Delaware limited liability company, with a principal place of business at 21-42 Utopia Parkway, Whitestone, NY 11357 (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantor and Grantee and Lenders are parties to that certain Security Agreement dated October 31, 2011 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment and performance of all amounts Secured Obligations;

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 Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Security Agreement, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security 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 and hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule I 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 Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that Grantor shall promptly (and in any event on or before the last day of each fiscal quarter) (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule I hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during such fiscal quarter and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Secured Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule I sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Security Agreement, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantee and its successors and assigns, including, without limitation, any assignee of Grantee's rights, interests and remedies under any of the Secured Agreements. Without limiting the foregoing, Grantee may assign its rights, interests and remedies under this Agreement for collateral security purposes to any existing or future lender or

group thereof (including without limitation any agent, trustee or other representative acting on their behalf) providing financing to Grantee and/or any of its affiliates and to any purchaser or other transferee in any foreclosure sale or other exercise of remedies thereby, and any such lenders (or representative) or such purchaser (or other transferee) may exercise all of the rights and remedies of Grantee, but shall have none of the obligations of Grantee, under this Agreement, all without any further consent of Grantor. Grantor shall cooperate with Grantee and execute all necessary documents in connection with the assignment of the Trademark Collateral to Grantor or any assignee of Grantor.

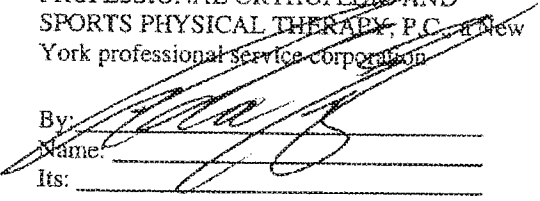
(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

PROFESSIONAL ORTHOPEDIC AND
SPORTS PHYSICAL THERAPY, P.C. a New
York professional service corporation

By: 
Name: _____
Its: _____

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

PPT MANAGEMENT, LLC, a Delaware
limited liability company


By: _____

Name: Adam Dolder

Its: Vice President

Schedule 1

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
<p>PROFESSIONAL ORTHOPEDIC AND SPORTS PHYSICAL THERAPY & Logo</p> 	2939962	04/12/2005	Sports and physical therapy services.