### 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
PROGRESSUS, INC.		04/04/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SQUARE 1 BANK	
Street Address:	406 BLACKWELL STREET, SUITE 240	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27701	
Entity Type:	CORPORATION: NORTH CAROLINA	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3594660	THE POWER OF WHAT'S POSSIBLE
Registration Number:	3630207	THE POWER OF WHAT'S POSSIBLE
Registration Number:	3594664	PROGRESSUS THERAPY
Registration Number:	3634275	PROGRESSUS THERAPY
Registration Number:	3594666	
Registration Number:	3630208	
Registration Number:	3362814	PROGRESSUS THERAPY CARING PEOPLE IMPROVING LIVES
Registration Number:	2941337	PROGRESSUS
Registration Number:	2941338	PROGRESSUS THERAPY, INC.
Registration Number:	3033495	PROGRESSUS

#### **CORRESPONDENCE DATA**

Fax Number: (919)354-1278

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to

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via US Mail.

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-vlp/
Date:	04/11/2012

#### Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 4, 2012 by and between SQUARE 1 BANK ("Bank") and the following (jointly and severally, "Grantor"):

Progressus, Inc., a Delaware corporation
Progressus Therapy, LLC, a Delaware limited liability company
Pediatric Contracting Services, Inc., a Maryland corporation
Speech Tree Associates LLC, a Maryland limited liability company
PT Applied Health, LLC, a Maryland limited liability company
PT Medical, Inc., a Maryland corporation
ABC Speech, Inc., a Delaware corporation

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- **B.** Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- **Now, Therefore,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and

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interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:	
Progressus, Inc.	Progressus Therapy, LLC
By E & Clar Name F, Eugene Clark Title (150	By E Clar Name E, Eugene Clark Title (E)
Pediatric Contracting Services, Inc.	Speech Tree Associates LLC
By & Claw Name F. Eugene Clark Title (EO)	By E En Claw Name E, Eugene (lark Title (1E)
PT Applied Health, LLC	PT Medical, Inc.
By 2 Co Clar Name F. Eugene Clark Title CEO	By E & Clan Name E, Eugene Clark Title CEO
ABC Speech, Inc.	

Address of Grantors:

2701 North Rocky Point Drive, Suite 650 Tampa, Florida 33607

[Signature Page—Intellectual Property Security Agreement]

Bank:

Square 1 Bank

By\_\_\_\_Name

e RICHARD SUHL

Title S.U. P

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

# EXHIBIT A

## **COPYRIGHTS**

DescriptionRegistration<br/>NumberRegistration<br/>Date

NONE

Ехнівіт В

**PATENTS** 

NONE

## EXHIBIT C

# **TRADEMARKS**

Mark	Registration No.	Registration Date	Current Owner/ Applicant
THE POWER OF	3594660	3/24/09	PROGRESSUS
WHAT'S POSSIBLE			THERAPY, LLC
THE POWER OF	3630207	6/2/09	PROGRESSUS
WHAT'S POSSIBLE			THERAPY, LLC
PROGRESSUS	3594664	3/24/09	PROGRESSUS
THERAPY			THERAPY, LLC
PROGRESSUS	3634275	6/9/09	PROGRESSUS
THERAPY			THERAPY, LLC
Design Only	3594666	3/24/09	PROGRESSUS
			THERAPY, LLC
Design Only	3630208	6/2/09	PROGRESSUS
-			THERAPY, LLC
PROGRESSUS	3362814	1/1/08	PROGRESSUS
THERAPY CARING			THERAPY, LLC
PEOPLE-			
IMPROVING LIVES			
PROGRESSUS	2941337	4/19/05	PROGRESSUS
			THERAPY, LLC
PROGRESSUS	2941338	4/19/05	PROGRESSUS
THERAPY, INC.			THERAPY, LLC
PROGRESSUS	3033495	12/27/05	PROGRESSUS
			THERAPY, LLC

TRADEMARK REEL: 004753 FRAME: 0972

**RECORDED: 04/11/2012**