

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
SCP Physical Therapy, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
MRS Holdco, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
William, Sterling, Margaret, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Brighton, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Fowlerville, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Excel Holdco, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Occupational and Physical Therapy Associates, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Ann Arbor, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Saline HS, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Hartland, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of South Lyon, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Ann Arbor Pioneer, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Dexter, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
The Running Institute of Michigan Rehabilitation Specialists, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Pinckney, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Ann Arbor Huron HS, LLC		05/02/2012	LIMITED LIABILITY COMPANY:

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TRADEMARK

Michigan Rehabilitation Specialists of Howell HS, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Plymouth, LLC		05/02/2012	LIMITED LIABILITY COMPANY:
Michigan Rehabilitation Specialists of Grand Rapids, LLC		05/02/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3695198	

CORRESPONDENCE DATA

Fax Number: 3125232557
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-977-4400
 Email: ipdocket@uhlaw.com
 Correspondent Name: Roger H. Stein
 Address Line 1: 70 W. Madison Street, Suite 3500
 Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	1005052-0002
NAME OF SUBMITTER:	Roger H. Stein
Signature:	/Roger H. Stein/
Date:	06/25/2012

Total Attachments: 4

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 source=Trademark Collateral Agreement by and among Borrower Guarantors and Lender#page2.tif
 source=Trademark Collateral Agreement by and among Borrower Guarantors and Lender#page3.tif
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TRADEMARK COLLATERAL AGREEMENT

This 2nd day of May, 2012, each of the undersigned (collectively, the "Debtors" and each a "Debtor"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. and its successors and assigns ("Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

(i) Any trademark, trademark registration, and trademark application owned by such Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by such Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors as set out and defined in that certain Security Agreement bearing even date herewith among Debtors and Secured Party, as the same may be amended, modified, or restated from time to time (the "Security Agreement").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by a Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as such Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor's hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


[signature page attached]

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

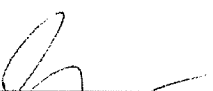
SCP PHYSICAL THERAPY, LLC

By: 
Name: Justin Ishbia
Title: Chairman

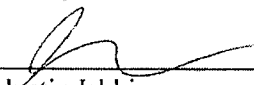
EXCEL HOLDCO, LLC

By: 
Name: Justin Ishbia
Title: Chairman

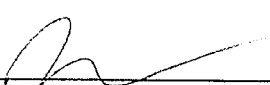
MRS HOLDCO, LLC

By: 
Name: Justin Ishbia
Title: Chairman


OCCUPATIONAL AND PHYSICAL THERAPY ASSOCIATES, LLC

By: 
Name: Justin Ishbia
Title: Chairman


WILLIAM, STERLING, MARGARET, LLC

By: 
Name: Justin Ishbia
Title: Chairman


MICHIGAN REHABILITATION SPECIALISTS OF ANN ARBOR, LLC

By: 
Name: Justin Ishbia
Title: Chairman


MICHIGAN REHABILITATION SPECIALISTS OF BRIGHTON, LLC

By: 
Name: Justin Ishbia
Title: Chairman


MICHIGAN REHABILITATION SPECIALISTS OF SALINE HS, LLC

By: 
Name: Justin Ishbia
Title: Chairman

MICHIGAN REHABILITATION SPECIALISTS OF FOWLerville, LLC

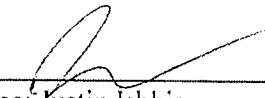
By: 
Name: Justin Ishbia
Title: Chairman

MICHIGAN REHABILITATION SPECIALISTS, LLC


By: 
Name: Justin Ishbia
Title: Chairman

[signatures continue on following page]


MICHIGAN REHABILITATION SPECIALISTS OF
HARTLAND, LLC

By: 
Name: Justin Ishbia
Title: Chairman

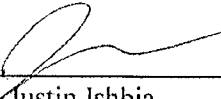
MICHIGAN REHABILITATION SPECIALISTS OF
PINCKNEY, LLC

By: 
Name: Justin Ishbia
Title: Chairman

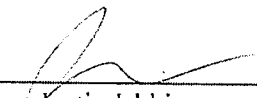
MICHIGAN REHABILITATION SPECIALISTS OF
SOUTH LYON, LLC

By: 
Name: Justin Ishbia
Title: Chairman

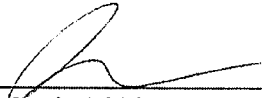
MICHIGAN REHABILITATION SPECIALISTS OF
ANN ARBOR HURON HS, LLC

By: 
Name: Justin Ishbia
Title: Chairman

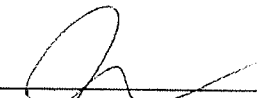
MICHIGAN REHABILITATION SPECIALISTS OF
ANN ARBOR PIONEER, LLC

By: 
Name: Justin Ishbia
Title: Chairman


MICHIGAN REHABILITATION SPECIALISTS OF
HOWELL HS, LLC

By: 
Name: Justin Ishbia
Title: Chairman

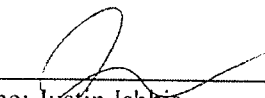
MICHIGAN REHABILITATION SPECIALISTS OF
DEXTER, LLC

By: 
Name: Justin Ishbia
Title: Chairman

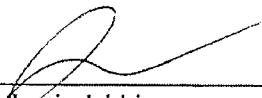
MICHIGAN REHABILITATION SPECIALISTS OF
PLYMOUTH, LLC

By: 
Name: Justin Ishbia
Title: Chairman

THE RUNNING INSTITUTE OF MICHIGAN
REHABILITATION SPECIALISTS, LLC

By: 
Name: Justin Ishbia
Title: Chairman

MICHIGAN REHABILITATION SPECIALISTS OF
GRAND RAPIDS, LLC

By: 
Name: Justin Ishbia
Title: Chairman

[signatures continue on following page]

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By: 

Name: Scott Rubenstein

Title: Vice President

Trademark Collateral Agreement