

## 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
Drayer Physical Therapy Institute, LLC		07/02/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4028464	DRAYER WORKS	
Registration Number:	4069913	DRAYER WORKS INDUSTRIAL REHABILITATION CENTER A DRAYER PHYSICAL THERAPY INSTITUTE FACILITY	
Registration Number:	4065927	DRAYER PHYSICAL THERAPY INSTITUTE	
Registration Number:	4082232	DRAYER	
Registration Number:	3108973	DRAYER PHYSICAL THERAPY INSTITUTE	
Registration Number:	4107535	LEADING THE WAY TO GOOD HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$165.00 4028464

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-503

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 07/02/2012

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among RecoveryDirect Acquisition Intermediate, L.L.C., a Delaware limited liability company (the “Initial Borrower”; the Initial Borrower, together with its permitted assigns, including Drayer Physical Therapy Institute, LLC, a Pennsylvania limited liability company (“Drayer”) from and after consummation of the Purchase Agreement pursuant to the Joinder and Assumption Agreement, without constituting a novation (the “Closing Date Assumption”) (the “Borrower”), the other Credit Parties party thereto, General Electric Capital Corporation, a Delaware corporation (in its individual capacity, “GE Capital”), as Revolver Agent for itself and the Revolving Lenders, as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”) and for itself as a Lender (including as Swingline Lender) and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured

Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. **Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

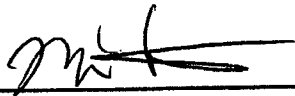
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DRAYER PHYSICAL THERAPY  
INSTITUTE, LLC, as Grantor**

By: Scott Cielewicz  
Name: Scott P. Cielewicz  
Title: CFO

**ACCEPTED AND AGREED**  
as of the date first above written:


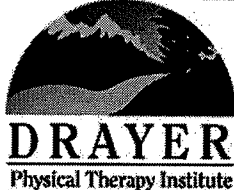
**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Administrative Agent**

By:   
Name: Milan Patel  
Title: Duly Authorized Signatory

Trademark Security Agreement

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**1. REGISTERED TRADEMARKS**

<b>Credit Party/Registered Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Drayer Physical Therapy Institute, LLC	Drayer Works	4,028,464	09/20/2011
Drayer Physical Therapy Institute, LLC		4,069,913	12/13/2011
Drayer Physical Therapy Institute, LLC	Drayer Physical Therapy Institute	4,065,927	12/6/2011
Drayer Physical Therapy Institute, LLC	DRAAYER	4,082,232	01/10/2012
Drayer Physical Therapy Institute, LLC		3,108,973	06/27/2006
Drayer Physical Therapy Institute, LLC	Leading the Way to Good Health	4,107,535	03/6/2012

**2. TRADEMARK APPLICATIONS**

None.