

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
ATI Holdings, LLC		12/21/2012	LIMITED LIABILITY COMPANY: ILLINOIS
Advanced Physical Therapy, LLC		12/21/2012	LIMITED LIABILITY COMPANY: INDIANA

**RECEIVING PARTY DATA**

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3950248	OFFICETRAC
Registration Number:	3597859	WELLSPIRE SOLUTIONS
Registration Number:	2694971	
Registration Number:	3924682	PRO
Registration Number:	4201089	ATI PHYSICAL THERAPY
Serial Number:	85403211	ATI PHYSICAL THERAPY
Serial Number:	85403208	ATI PHYSICAL THERAPY

**CORRESPONDENCE DATA**

Fax Number: 2129692900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-969-3000  
 Email: trademark@proskauer.com

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Correspondent Name: Alexandra Casagrande  
Address Line 1: Proskauer Rose LLP  
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Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 40767-099

NAME OF SUBMITTER: Alexandra Casagrande

Signature: /Alexandra Casagrande/

Date: 12/21/2012

**Total Attachments: 4**

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**Grant of Security Interest  
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ADVANCED PHYSICAL THERAPY, LLC, an Indiana Corporation and ATI HOLDINGS, LLC, an Illinois Corporation (collectively, the “Grantors”), having each of its chief executive offices at 790 Remington Boulevard, Bolingbrook, Illinois 60440, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the “Grantee”), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes the Grantors’ rights to:

- (i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule A hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application 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 (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantors, the Grantee and certain other parties dated as of December 21, 2012, as amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTORS authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADVANCED PHYSICAL THERAPY, LLC,  
as Grantor

By:   
Name: John Egofski  
Title: Chief Financial Officer


ATI HOLDINGS, LLC,  
as Grantor

By:   
Name: John Egofski  
Title: Chief Financial Officer




**Schedule A to Trademark Security Agreement**

**TRADEMARKS**

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
Advanced Physical Therapy, LLC	3,950,248	USA	April 26, 2011	OFFICETRAC OfficeTrac
ATI Holdings, LLC	3,597,859	USA	March 31, 2009	WELLSPIRE SOLUTIONS  WELLSPIRE SOLUTIONS
ATI Holdings, LLC	2694971	USA		
ATI Holdings, LLC	3,924,682	USA	March 1, 2011	PRO  PRO
ATI Holdings, LLC	4,201,089	USA	September 4, 2012	ATI PHYSICAL THERAPY  ATI PHYSICAL THERAPY

**TRADEMARK APPLICATIONS**

<u>Grantor</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
ATI Holdings, LLC	85-403211	USA		ATI PHYSICAL THERAPY and Design 
ATI Holdings, LLC	85-403208	USA		ATI PHYSICAL THERAPY and Design 