

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/21/2012	PLC: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	ATI Holdings, LLC
Street Address:	790 Remington Blvd.
City:	Bolingbrook
State/Country:	ILLINOIS
Postal Code:	60440
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77919697	PRO
Registration Number:	3597859	WELLSPIRE SOLUTIONS
Registration Number:	2694971	
Registration Number:	3035319	APT PLUS

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
 Correspondent Name: Alexandra Casagrande
 Address Line 1: Proskauer Rose LLP
 Address Line 2: Eleven Times Square
 Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-099
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CH \$115.00 77919697

NAME OF SUBMITTER:	Alexandra Casagrande
Signature:	/Alexandra Casagrande/
Date:	12/21/2012
Total Attachments: 6 source=Senior Debt Payoff - Barclay_s IP Release - Executed#page1.tif source=Senior Debt Payoff - Barclay_s IP Release - Executed#page2.tif source=Senior Debt Payoff - Barclay_s IP Release - Executed#page3.tif source=Senior Debt Payoff - Barclay_s IP Release - Executed#page4.tif source=Senior Debt Payoff - Barclay_s IP Release - Executed#page5.tif source=Senior Debt Payoff - Barclay_s IP Release - Executed#page6.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made as of December 21, 2012 (the "Effective Date") by Barclays Bank PLC, as collateral agent (in such capacity, the "Agent"), in favor of ATI Holdings, Inc. (the "Borrower") and each of the grantor parties identified on the signature page hereto (each, together with the Borrower, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of March 12, 2010, as supplemented pursuant to the counterpart thereto dated July 1, 2011, between the grantors party thereto and the Agent, the Trademark Security Agreement between the grantors party thereto and the Agent, dated as of March 23, 2010 (the "2010 Trademark Security Agreement"), the Trademark Security Agreement between the grantors party thereto and the Agent, dated as of July 1, 2011 (the "ATI Trademark Security Agreement"), and the Trademark Security Agreement between the grantors party thereto and the Agent, dated as of July 1, 2011 (the "APT Trademark Security Agreement"), each of the Grantors pledged, assigned and granted to the Agent a continuing security interest in all of its right, title and interest in and to certain collateral including, without limitation, (a) the trademark registrations and applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the "Trademarks"), (b) the patents and patent applications set forth on Schedule II hereto (collectively, the "Patents") and (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations set forth in Schedule III hereto and exclusive copyright licenses (collectively, the "Copyrights");

WHEREAS, the 2010 Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on March 12, 2010, at Reel 004166 and Frame 0820;

WHEREAS, the ATI Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on July 20, 2011, at Reel 004587 and Frame 0812;

WHEREAS, the APT Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on July 20, 2011, at Reel 004587 and Frame 0834;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, without any warranty or recourse of any kind, terminates the Security Agreement, and hereby terminates, cancels, re-pledges, re-assigns and releases any and all security interests it has against the Trademarks, the Patents and the Copyrights.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademarks, the Patents or the Copyrights, it hereby re-assigns and re-transfers such rights, title or interest to their respective Grantors.

The Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC,
as Collateral Agent,

By: 
Name: _____
Title: Diane Rolfe
Director

Grantors:

ATI Holdings Acquisition, Inc.
ATI Holdings, LLC
Athletic & Therapeutic Institute of Bolingbrook, LLC
Athletic & Therapeutic Institute of Bourbonnais, LLC
Athletic & Therapeutic Institute of Joliet, LLC
Athletic & Therapeutic Institute of Matteson LLC
Athletic & Therapeutic Institute of Midway, LLC
Athletic & Therapeutic Institute of Milwaukee, LLC
Athletic & Therapeutic Institute of Naperville, LLC
Athletic & Therapeutic Institute of New Lenox, LLC
Athletic & Therapeutic Institute of Oswego, LLC
Athletic & Therapeutic Institute of Plainfield, LLC
Athletic & Therapeutic Institute of Rollingridge, LLC
Athletic & Therapeutic Institute of Shorewood, LLC
Athletic & Therapeutic Institute of Willowbrook, LLC
Physicians Executive Suites, LLC
Women Serving Women LLC
Pro-Caldwell Therapy, L.L.C.
Pro-Maryland, L.L.C.
Advanced Physical Therapy, LLC
APT Holdings, LLC

[IP Security Agreement Release Signature Page]

TRADEMARK
REEL: 004927 FRAME: 0195

SCHEDULE I
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS AND TRADEMARKS APPLICATIONS

U.S. Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ATI Holdings, LLC	USA	WELLSPIRE SOLUTIONS	3597859	
ATI Holdings, LLC	USA	Design mark	2694971	
ATI Holdings, LLC	USA	APT PLUS	3035319	October 4, 2005
Advanced Physical Therapy, LLC	USA	OFFICETRAC	3950248	April 26, 2011

Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Date</u>
ATI Holdings, LLC	USA	PRO	77/919697	

SCHEDULE II
to
RELEASE OF INTELLECTUAL PROPERTY AGREEMENT
PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

None.

Patent Applications

SCHEDULE III
to
RELEASE OF INTELLECTUAL PROPERTY AGREEMENT
COPYRIGHTS AND COPYRIGHT APPLICATIONS

U.S. Copyright Registrations

None.

Copyright Applications

None.

Exclusive Copyright Licenses

None.