

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM306385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLY COMMERCIAL FINANCE LLC		04/30/2014	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLY BANK		
<b>Street Address:</b>	1185 Avenue of the Americas, 2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2292507	SERC	
<b>Registration Number:</b>	3504998	RETURNING PATIENTS TO THE SPEED OF LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com, angelique.waddell@hklaw.com		
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP		
<b>Address Line 1:</b>	10. ST. JAMES AVENUE		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	138849.00001		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	06/03/2014		
<b>Total Attachments: 5</b>			
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OP \$65.00 2292507

TRADEMARK



## **TRADEMARK SECURITY AGREEMENT ASSIGNMENT**

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of May 1, 2014 ("Effective Date"), is entered into by and between Ally Commercial Finance LLC ("Assignor") and Ally Bank, a Utah state bank ("Assignee"). Capitalized terms used herein but not defined herein have the definitions assigned to them in the Trademark Security Agreement (defined below).

WHEREAS, Assignor, as administrative agent for certain lenders (the "Lenders"), the Lenders, Upstream Rehabilitation Inc. ("Upstream") and certain of its affiliates (including, without limitation, SERC Rehabilitation Partners, LLC ("SERC Rehabilitation"), are parties to that certain Amended and Restated Credit Agreement, dated as of September 1, 2009, as (as amended, amended and restated, supplemented, and/or otherwise modified to date, the "Credit Agreement");

WHEREAS, SERC Rehabilitation and Assignor are parties to that certain Trademark Security Agreement, dated as of July 12, 2012 and recorded on July 31, 2012 at Reel 4831, Frame 0341 of the United States Patent and Trademark Office (as amended, restated, amended and restated, supplemented, and/or otherwise modified to date, the "Trademark Security Agreement"), pursuant to which SERC Rehabilitation has granted to Assignor, for the benefit of the Lenders, a security interest in the Trademark Collateral described therein;

WHEREAS, Assignor is resigning as agent under the Credit Agreement and Assignee is named as successor agent thereunder;

WHEREAS, Assignor desires to assign and transfer to Assignee all of its security interest in the Trademark Collateral; and

WHEREAS, Assignee has agreed to accept and assume from Assignor all security interests in and to the Trademark Collateral, for the benefit of itself and the other Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly, Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Assignor's security interest throughout the world in and to the Trademark Collateral, including, but not limited to, those items identified on Schedule A hereto. This assignment is made without recourse, representations or warranties of any kind.
2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal, invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and be enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Each of the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

ALLY COMMERCIAL FINANCE LLC, as Agent

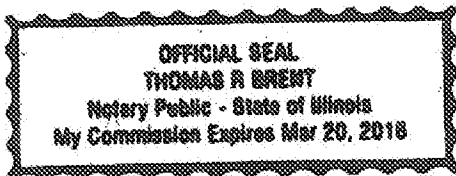
By:   
Name: Joel Richards  
Title: Managing Director

**ACKNOWLEDGMENT**

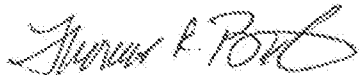
STATE OF ILLINOIS :  
COUNTY OF DUPAGE : SS  
:

The foregoing instrument was acknowledged before me this 30 day of APRIL, 2014, by Joel Richards, the Managing Director of Ally Commercial Finance LLC.

(SEAL)



Notary Public  
My Commission Expires: 3/20/16



ASSIGNEE:

ALLY BANK, a Utah state bank, as Successor  
Agent

By: 

Name: David Shevsky

Title: Chief Risk Officer

ACKNOWLEDGMENT

STATE OF UTAH

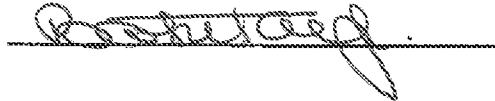
:

: SS

COUNTY OF WAYNE

:

The foregoing instrument was acknowledged before me this 30th day of April, 2014, by David Shevsky, the Chief Risk Officer of Ally Bank, a Utah state bank, on behalf of the bank.



Notary Public

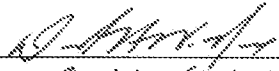
My Commission Expires: BARBARA TAYLOR  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE

MY COMMISSION EXPIRES Sep 2, 2018  
ACTING IN COUNTY OF Wayne

(SEAL)

The undersigned hereby consents to the above and foregoing Assignment.

**SERC REHABILITATION PARTNERS, LLC**

By:   
Name: DAVID VAN NAME  
Title: CEO

**Schedule A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SERC	2,292,507	November 16, 1999
RETURNING PATIENTS TO THE SPEED OF LIFE	3,504,998	September 23, 2008