

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATHLETICO MANAGEMENT, LLC		12/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4256971	BETTER FOR EVERY BODY.	
<b>Registration Number:</b>	4135056	ATHLETICO PHYSICAL THERAPY	
<b>Registration Number:</b>	3897190	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Registration Number:</b>	3897195	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Registration Number:</b>	3890274	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Registration Number:</b>	2277134	ATHLETICO SPORTS MEDICINE AND PHYSICAL T	
<b>Registration Number:</b>	2277135	ATHLETICO SPORTS MEDICINE AND PHYSICAL T	
<b>Registration Number:</b>	2277136	ATHLETICO	
<b>Registration Number:</b>	2264119	ATHLETICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

OP \$240.00 4256971

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	12/03/2014
<b>Total Attachments: 9</b> source=Accelerated - Trademark Security Agreement (Executed)#page1.tif source=Accelerated - Trademark Security Agreement (Executed)#page2.tif source=Accelerated - Trademark Security Agreement (Executed)#page3.tif source=Accelerated - Trademark Security Agreement (Executed)#page4.tif source=Accelerated - Trademark Security Agreement (Executed)#page5.tif source=Accelerated - Trademark Security Agreement (Executed)#page6.tif source=Accelerated - Trademark Security Agreement (Executed)#page7.tif source=Accelerated - Trademark Security Agreement (Executed)#page8.tif source=Accelerated - Trademark Security Agreement (Executed)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2014, 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 "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 2, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Athletico Management, LLC, a Delaware limited liability company ("Athletico Borrower"), Accelerated Holdings, LLC, a Delaware limited liability company ("Accelerated Holdings"; together with its successors and assigns, including immediately following the consummation of the Closing Date Acquisition, Accelerated Health Systems, LLC, an Illinois limited liability company ("Accelerated Health"), collectively, "Accelerated Borrower") (Athletico Borrower and Accelerated Borrower are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), the other Persons that are designated as Credit Parties thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Lenders (each as defined in the Credit Agreement), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers and the other signatories thereto (each, a "Grantor") have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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 the 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 Borrowers thereunder, each Grantor hereby agrees with the 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 the Administrative Agent for the benefit of the Secured Parties, and grants to the 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) the trademark and service mark registrations and applications set forth on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications that are Excluded Property);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

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 the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event that any provisions of this Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Security Agreement.

Section 4. 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. Delivery of an executed counterpart of this Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Section 5. 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.

Very truly yours,

ATHLETICO MANAGEMENT, LLC  
as Grantor

By: 

Name: Paige Daly DeBlasi

Title: Vice-President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT FOR ATHLETICO MANAGEMENT, LLC]

**TRADEMARK**  
**REEL: 005412 FRAME: 0510**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

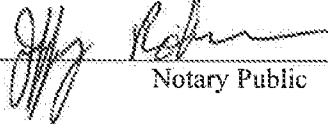
By:   
Name: **Karen M. Dahlquist**  
Title: **Duly Authorized Signatory**

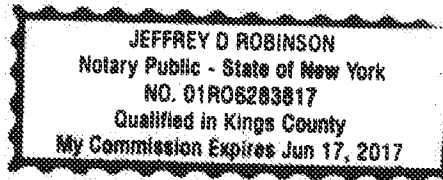
ACKNOWLEDGMENT OF GRANTOR

State of NEW YORK )  
County of KINGS )

ss.

On this 1<sup>ST</sup> day of DECEMBER 2014 before me personally appeared Paige Daly DeBlasi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Athletico Management, LLC, who being by me duly sworn did depose and say that she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that she acknowledged said instrument to be the free act and deed of said limited liability company.


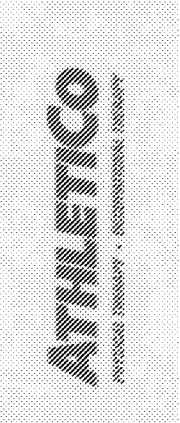


  
Notary Public





**SCHEDULE I**  
**TRADEMARK COLLATERAL**

<b>Mark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Application Date</b>	<b>Registration Date</b>
Better for every body.  <b>Better for every body.</b>	Athletico Management, LLC	85598462	4256971	04/16/2012	12/11/2012
Athletico Physical Therapy  ATHLETICO PHYSICAL THERAPY	Athletico Management, LLC	85410336	4135056	08/30/2011	05/01/2012
Athletico Physical Therapy · Occupational Therapy  ATHLETICO PHYSICAL THERAPY · OCCUPATIONAL THERAPY	Athletico Management, LLC	85035738	3897190	05/11/2010	12/28/2010

<p>Athletico Physical Therapy · Occupational Therapy</p> 	<p>Athletico Management, LLC</p>	<p>85035770</p>	<p>3897195</p>	<p>05/11/2010</p>	<p>12/28/2010</p>
<p>Athletico Physical Therapy · Occupational Therapy</p> 	<p>Athletico Management, LLC</p>	<p>85035792</p>	<p>3890274</p>	<p>05/11/2010</p>	<p>12/14/2010</p>
<p>Athletico Sports Medicine and Physical Therapy Center</p> 	<p>Athletico Management, LLC</p>	<p>75350275</p>	<p>2277134</p>	<p>09/02/1997</p>	<p>09/14/1999</p>
<p>Athletico Sports Medicine and Physical Therapy Center</p>	<p>Athletico Management, LLC</p>	<p>75350276</p>	<p>2277135</p>	<p>09/02/1997</p>	<p>09/14/1999</p>
<p>Athletico</p> 	<p>Athletico Management, LLC</p>	<p>75350277</p>	<p>2277136</p>	<p>09/02/1997</p>	<p>09/14/1999</p>

Athletico	Athletico Management, LLC	75350278	2264119	09/02/1997	07/27/1999
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