

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326033

<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>
APPLE PHYSICAL THERAPY, LLC		12/10/2014	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4021557	APPLE PHYSICAL THERAPY	
<b>Registration Number:</b>	4021556	APPLE PHYSICAL THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Jenifer deWolf Paine		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	40767-099		
<b>NAME OF SUBMITTER:</b>	Jenifer deWolf Paine		
<b>SIGNATURE:</b>	/Jenifer deWolf Paine/		
<b>DATE SIGNED:</b>	12/12/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK



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

December 10, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, APPLE PHYSICAL THERAPY, LLC, a Washington limited liability company (the "Grantor"), having 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 Grantor, 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 GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

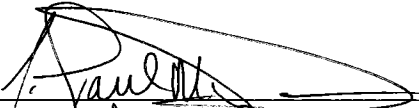
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

APPLE PHYSICAL THERAPY, LLC,  
as Grantor

by:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted:

JEFFERIES FINANCE LLC,  
as Collateral Agent and Grantee

By:   
Name: J. Paul McDaniel  
Title: MANAGING DIRECTOR.

[Signature Page to Trademark Security Agreement]

**Schedule A to Trademark Security Agreement**

**TRADEMARKS**

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
4021557	USA	September 6, 2011	Mark Drawing Code: (3) Design plus Words, Letters, and/or Numbers
4021556	USA	September 6, 2011	Mark Drawing Code: (4) Standard Character Mark

**TRADE APPLICATIONS**

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
None.			