

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPT Management, LLC		04/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	150 S. Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4550289	LIFE IN ACTION	
Registration Number:	4554471	P PROFESSIONAL	
Registration Number:	2939962	PROFESSIONAL ORTHOPEDIC AND SPORTS PHYSI	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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>			
Phone:	7043432104		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2062758-0029		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	04/15/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 15, 2015, by PPT MANAGEMENT, LLC, a Delaware limited liability company (“Grantor”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, in its capacity as Administrative Agent (the “Administrative Agent”).

This Agreement refers to that certain (a) Credit Agreement dated as of April 15, 2015, entered into among Grantor, as Borrower, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to make certain extensions of credit to Borrower; and (b) Security Agreement dated as of April 15, 2015, entered into among Grantor, as a “Grantor” thereunder, the other Persons who are or become parties thereto as “Grantors” thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrower under the Credit Agreement are secured.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);
- (2) each trademark license, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and

- (3) provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Trademark Security Agreement has been
duly executed as of the date first written above.

PPT MANAGEMENT, LLC

By: 

Name: Joseph Bobrowski

Title: Chief Financial Officer

GOLUB CAPITAL LLC

By: 


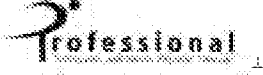
Name: Marc C. Robinson

Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks:

Owner	Mark	Registration No.
PPT Management, LLC	LIFE IN ACTION	4550289
PPT Management, LLC		4554471
PPT Management, LLC		2939962

Trademark Applications: None.

Trademark Licenses: None.