

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Physiotherapy Corporation		05/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Benchmark Rehabilitation Partners, LLC		
<b>Street Address:</b>	8823 Production Lane		
<b>City:</b>	Ooltewah		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37363		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4445886	BENCHMARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4237858480		
<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>	4237566600		
<b>Email:</b>	djohnson@millermartin.com		
<b>Correspondent Name:</b>	Douglas T. Johnson		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1200 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	26493-0001		
<b>NAME OF SUBMITTER:</b>	Douglas T. Johnson		
<b>SIGNATURE:</b>	/Douglas T. Johnson/		
<b>DATE SIGNED:</b>	05/22/2015		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of May 20 2015 (the "Effective Date"), by and between Physiotherapy Corporation, a Delaware corporation ("Assignor") that is the successor in interest to Benchmark Medical, Inc., also a Delaware corporation, and Benchmark Rehabilitation Partners, LLC, a Delaware limited liability company ("Assignee") that is the successor in interest to Independent Physical Therapy, a Tennessee partnership.

**WHEREAS**, Assignor is the sole owner of U.S. Trademark Reg. No. 4,445,886 (Serial No. 85473162) (the "Physiotherapy Registration"), registered with the United States Patent and Trademark Office on December 10, 2013, subject to concurrent use with Assignee's U.S. Trademark Reg. No. 3,295,969 (Serial No. 76205043); and

**WHEREAS**, Assignee is the sole owner of U.S. Trademark Reg. No. 3,295,969 (Serial No. 76205043), registered with the United States Patent and Trademark Office on September 25, 2007 (the "Benchmark Registration"); and

**WHEREAS**, in connection with the transactions contemplated by that certain Purchase Agreement dated as of the date hereof between Assignor and Assignee, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all of Assignor's right, title and interest in and to the Physiotherapy Registration (the "Assigned Trademark").

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

1. Assignment and Acceptance. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademark, together with the goodwill associated with and symbolized by the Assigned Trademark, and any and all of Assignor's right, title and interest in and to the registration therefore, along with any right owned by Assignor to sue and recover damages past, present and future for infringements or dilutions of the Assigned Trademark.

2. Assignor agrees that should any further acts or additional or further documentation be requested by Assignee or required to protect, secure, vest or record good title to the Assigned Trademark in Assignee or otherwise carry out the provisions of this Assignment, Assignor will promptly and without further consideration, perform such acts and provide or execute such other information or documents, as applicable, as may be reasonably necessary upon Assignee's request.

3. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademark.

4. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.


5. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

6. This Agreement shall be governed by the laws of the State of Delaware.

**IN WITNESS WHEREOF**, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.


**“ASSIGNOR”**

**PHYSIOTHERAPY CORPORATION**

By:   
Name: Jose M. Ferdinand  
Title: Secretary

**“ASSIGNEE”**

**BENCHMARK REHABILITATION  
PARTNERS, LLC**

By:   
Name: DAVID VAN NAME  
Title: PRESIDENT & CEO