

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		09/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Physiotherapy Corporation		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4445886	BENCHMARK	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	09/09/2015		
Total Attachments: 4			
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OP \$40.00 4445886

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 8, 2015, is made by General Electric Capital Corporation, as Agent for the Lenders (in such capacity, "Agent"), in favor Physiotherapy Corporation, a Delaware corporation ("Grantor"), as follows:

WITNESSETH:

WHEREAS, Grantor and the Agent entered into that certain Second Lien Guaranty and Security Agreement by and between Grantor, the other Credit Parties and the Agent dated June 4, 2015 (the "Second Lien Guaranty and Security Agreement") wherein Grantor granted to the Agent a lien on and security interest in all of its right, title and interest in, to and under the assets of Grantor;

WHEREAS, pursuant to the Second Lien Guaranty and Security Agreement, that certain Second Lien Trademark Security Agreement dated June 4, 2015 (the "Second Lien Trademark Security Agreement"), was entered into by Grantor and the Agent to record the security interest with respect to the Trademarks (as defined in the Second Lien Guaranty and Security Agreement) of Grantor, including the item set forth on Schedule A hereto (the "Trademark Collateral") and was recorded with the United States Patent and Trademark Office on June 5, 2015 at Reel 5546, Frame 0428;

WHEREAS, the item set forth on Schedule A hereto was not owned by Grantor at the time Grantor, the other Credit Parties and the Agent entered into the Second Lien Guaranty and Security Agreement and Second Lien Trademark Security Agreement, and such item is not currently owned by Grantor;

WHEREAS, the security interest granted by Grantor pursuant to the Second Lien Guaranty and Security Agreement and Second Lien Trademark Security Agreement with respect to the item set forth on Schedule A hereto was and is therefore not valid; and

WHEREAS, Grantor and Agent have agreed to a specific release of the security interest granted and recorded against the item set forth on Schedule A (the "Released Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates, releases, and discharges any and all liens and security interests it may have in, to and under the Released Mark, together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of Agent's right under the Second Lien Guaranty and Security Agreement with respect to the Released Mark.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: R. James Whitely

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005619 FRAME: 0684

Schedule A

TRADEMARKS

Registration No.	Trademark	Registration Date
4445886	BENCHMARK	12/10/13