

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367467

| | | | |
|-------------------------------------|-------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Spectrum Professional Services, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Spectrum Acquisition LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| SVLS IV-Spectrum, Inc. | | 12/22/2015 | CORPORATION: DELAWARE |
| Comprehensive Rehabilitation LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Comprehensive Rehabilitation, Ltd. | | 12/22/2015 | CORPORATION: ILLINOIS |
| Comprehensive Therapeutics, Ltd. | | 12/22/2015 | CORPORATION: ILLINOIS |
| HPTS PA LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| HealthMAX, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| HealthPRO Management Services, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| HealthPRO Therapy Services, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Heritage Group Captive, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: SOUTH CAROLINA |
| Heritage Healthcare, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: SOUTH CAROLINA |
| MD REHAB LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Rehab Solutions LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| TheraStat Data LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| Topsail Staffing, LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Wallace Management Corporation | | 12/22/2015 | CORPORATION: OHIO |
| Spectrum Parent Inc. | | 12/22/2015 | CORPORATION: DELAWARE |
| Heritage Rehab & Fitness, | | 12/22/2015 | LIMITED LIABILITY |
| TRADEMARK | | | |

OP \$240.00 3788432

| Name | Formerly | Execution Date | Entity Type |
|------|----------|----------------|-------------------------|
| LLC | | | COMPANY: SOUTH CAROLINA |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Healthcare Financial Solutions, LLC |
| Street Address: | 500 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|-----------------------------|---------|--------------------------|
| Registration Number: | 3788432 | HEALTHMAX |
| Registration Number: | 3901208 | HEALTHPRO REHABILITATION |
| Registration Number: | 3794485 | SPS HEALTH |
| Registration Number: | 3948707 | TOPSAIL |
| Registration Number: | 4765743 | HP |
| Registration Number: | 2445826 | THERASTAT |
| Registration Number: | 2477838 | THERASTAT |
| Registration Number: | 2819092 | THERASTAT |
| Registration Number: | 3926536 | MDSMAX |

CORRESPONDENCE DATA

Fax Number: 4044435697

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.

Phone: 404-443-5648

Email: lallen@mcguirewoods.com

Correspondent Name: Latosha E. Allen

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree St., N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2060236-0113 SPECTRUM

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE: /Latosha E. Allen/

DATE SIGNED: 12/30/2015

Total Attachments: 12

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC* (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (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 22, 2015, (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, 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, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; 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 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 Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit 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

* Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 owned such Grantor in its own name (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. 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.

Section 6. 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.

**SPECTRUM PROFESSIONAL SERVICES,
LLC**
as Grantor

By: 
Name: John Heller
Title: CEO


SPECTRUM ACQUISITION LLC
as Grantor

By: _____
Name: _____
Title: _____

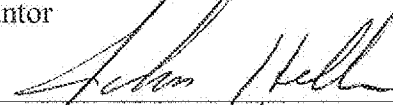
SVLS IV –SPECTRUM, INC.
as Grantor

By: _____
Name: _____
Title: _____

COMPREHENSIVE REHABILITATION LLC
as Grantor

By: 
Name: John Heller
Title: President

COMPREHENSIVE REHABILITATION, LTD.
as Grantor

By: 
Name: John Heller
Title: President

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.

**SPECTRUM PROFESSIONAL SERVICES,
LLC**
as Grantor

By: _____
Name: _____
Title: _____

SPECTRUM ACQUISITION LLC
as Grantor

By: [Signature]
Name: GRANT A PATRICK
Title: VICE PRESIDENT & SECRETARY

SVLS IV - SPECTRUM, INC.
as Grantor

By: [Signature]
Name: GRANT A PATRICK
Title: VICE PRESIDENT & SECRETARY

COMPREHENSIVE REHABILITATION LLC
as Grantor

By: _____
Name: _____
Title: _____

COMPREHENSIVE REHABILITATION, LTD.
as Grantor

By: _____
Name: _____
Title: _____


SPECTRUM PROFESSIONAL SERVICES, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005699 FRAME: 0049


COMPREHENSIVE THERAPEUTICS, LTD.
as Grantor

By: 
Name: John Heller
Title: President


HPTS PA LLC
as Grantor

By: 
Name: Thomas Guild
Title: Secretary


HEALTHMAX, LLC
as Grantor

By: 
Name: Thomas Guild
Title: Secretary

HEALTHPRO MANAGEMENT SERVICES, LLC
as Grantor

By: 
Name: Thomas Guild
Title: Secretary

HEALTHPRO THERAPY SERVICES, LLC
as Grantor

By: 
Name: Thomas Guild
Title: Secretary

HERITAGE GROUP CAPTIVE, LLC
as Grantor

By: _____
Name: _____
Title: _____

COMPREHENSIVE THERAPEUTICS, LTD.
as Grantor

By: _____
Name: _____
Title: _____

HPTS PA LLC
as Grantor

By: _____
Name: _____
Title: _____

HEALTHMAX, LLC
as Grantor

By: _____
Name: _____
Title: _____

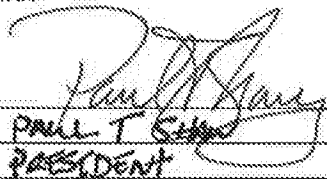
**HEALTHPRO MANAGEMENT SERVICES,
LLC**
as Grantor

By: _____
Name: _____
Title: _____

HEALTHPRO THERAPY SERVICES, LLC
as Grantor


By: _____
Name: _____
Title: _____

HERITAGE GROUP CAPTIVE, LLC
as Grantor


By: 
Name: PAUL T. SCHMITT
Title: PRESIDENT

SPECTRUM PROFESSIONAL SERVICES, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

HERITAGE HEALTHCARE, LLC
as Grantor

By: 
Name: PAUL T. SHAW
Title: PRESIDENT

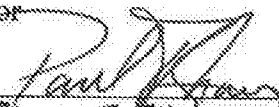
HERITAGE REHAB & FITNESS, LLC
as Grantor

By: 
Name: PAUL T. SHAW
Title: PRESIDENT


MD REHAB LLC
as Grantor

By: _____
Name: _____
Title: _____

REHAB SOLUTIONS LLC
as Grantor

By: 
Name: PAUL T. SHAW
Title: PRESIDENT

THERASTAT DATA LLC
as Grantor

By: 
Name: PAUL T. SHAW
Title: PRESIDENT

SPECTRUM PROFESSIONAL SERVICES, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005699 FRAME: 0052

HERITAGE HEALTHCARE, LLC
as Grantor

By: _____
Name: _____
Title: _____

HERITAGE REHAB & FITNESS, LLC
as Grantor

By: _____
Name: _____
Title: _____

MD REHAB LLC
as Grantor

By: _____
Name: Thomas Guild
Title: Secretary


REHAB SOLUTIONS LLC
as Grantor

By: _____
Name: _____
Title: _____

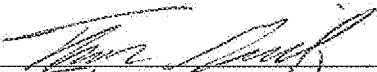
THERASTAT DATA LLC
as Grantor

By: _____
Name: _____
Title: _____

TOPSAIL STAFFING, LLC
as Grantor

By: 
Name: Thomas Guild
Title: Secretary

WALLACE MANAGEMENT CORPORATION
as Grantor

By: 
Name: Thomas Guild
Title: Secretary

SPECTRUM PARENT INC.
as Grantor

By: _____
Name: _____
Title: _____

TOPSAIL STAFFING, LLC
as Grantor

By: _____
Name: _____
Title: _____

WALLACE MANAGEMENT CORPORATION
as Grantor

By: _____
Name: _____
Title: _____

SPECTRUM PARENT INC.
as Grantor

By: [Signature]
Name: GRANT A PATRICK
Title: VICE PRESIDENT + SECRETARY

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: 
Name: Neha Rodriguez
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Grantor | Country | Trademark | Trademark Application Number | Trademark Registration Number | Date of Registration |
|-------------------------------------|----------------|--------------------------|-------------------------------------|--------------------------------------|-----------------------------|
| HealthMAX, LLC | U.S. | HEALTHMAX | 77684314 | 3788432 | May 11, 2010 |
| HealthPRO Management Services, LLC | U.S. | HEALTHPRO REHABILITATION | 77684348 | 3901208 | January 4, 2011 |
| Spectrum Professional Services, LLC | U.S. | SPS HEALTH | 77684358 | 3794485 | May 25, 2010 |
| Topsail Staffing, LLC | U.S. | TOPSAIL | 77865604 | 3948707 | April 19, 2011 |
| HealthPRO Management Services, LLC | U.S. | HP | 86271958 | 4765743 | June 30, 2015 |
| TheraStat Data LLC | U.S. | THERASTAT | 75799884 | 2445826 | April 24, 2001 |
| TheraStat Data LLC | U.S. | THERASTAT | 76079815 | 2477838 | August 14, 2001 |
| TheraStat Data LLC | U.S. | THERASTAT | 76466858 | 2819092 | March 2, 2004 |
| TheraStat Data LLC | U.S. | MDSMAX | 77834253 | 3926536 | March 1, 2011 |

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.