

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Benchmark Rehabilitation Partners, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: Delaware
☒ Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 14, 2015

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

☐ Yes

☒ No

Additional names, addresses, or citizenship attached?

Name: Ally Bank

Internal

Address: _____

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Private Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached to the Trademark Security Agreement

B. Trademark Registration No.(s)

See Schedule I to the attached Trademark Security Agreement

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Jenny Lee

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-2553

Fax Number: (212) 655-3353

Email Address: jennylee@chapman.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jenny Lee Signature

12/17/15

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDENDUM TO TRADEMARKS COVER SHEET

1. Name and state of additional conveying parties:
 - (i) SERC Rehabilitation Partners, LLC
State: Delaware
Citizenship: Delaware
Type: LLC
 - (ii) Preferred Therapy Providers, Inc.
State: California
Citizenship: California
Type: Corporation
 - (iii) Physical Therapy and Hand Specialist, LLC
State: Delaware
Citizenship: Delaware
Type: LLC

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Title	Owner	Filing Jurisdiction	Filing Date	Reg./Serial Number
BENCHMARK	Benchmark Rehabilitation Partners, LLC	USPTO	September 28, 2007	3,295,969
BENCHMARK	Benchmark Rehabilitation Partners, LLC	USPTO	December 10, 2013	4,445,886
THERAPY DIRECT	Benchmark Rehabilitation Partners, LLC	USPTO	January 15, 2008	3371033
SERC	SERC Rehabilitation Partners, LLC	USPTO	November 16, 1999	2292507
PRIVATE PRACTICE SPOKEN HERE	Preferred Therapy Providers, Inc.	USPTO	October 8, 2013	4,413,222
"H with Hand Design"	Physical Therapy and Hand Specialist, LLC	North Carolina Secretary of State	June 3, 2014	T-11037

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 15, 2015, is made by the undersigned parties signatory hereto as Grantors (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a "Grantor" and collectively, the "Grantors"), in favor of **ALLY BANK** ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among **UPSTREAM ACQUISITION CO., INC.**, a Delaware corporation ("Upstream Acquisition"), and immediately upon consummation of the Acquisition, **UPSTREAM REHABILITATION INC.**, a Delaware corporation ("Upstream Rehabilitation"), each of the Persons set forth on Schedule 4.27 thereto (such Persons together with Upstream Rehabilitation and Upstream Acquisition, individually and collectively, "Borrower"), **UPSTREAM INTERMEDIATE CO., INC.**, a Delaware corporation ("Holdings"), and any other Guarantor from time to time a party thereto or otherwise guaranteeing all or any part of the Obligations (together with Holdings, individually and collectively, "Guarantor"), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a "Lender" and collectively "Lenders") and Ally, for itself as a Lender, as Agent, as Lead Arranger and Sole Book Runner, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower 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 Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (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. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 subject to a security interest hereunder.

Section 5. Counterparts. This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 6. Governing Law. This 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 Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**BENCHMARK REHABILITATION PARTNERS, LLC
SERC REHABILITATION PARTNERS, LLC
PREFERRED THERAPY PROVIDERS, INC.
PHYSICAL THERAPY AND HAND SPECIALISTS, LLC**

By 
Name : Bryan Barganier
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By 
Name: Jonathan Ruschhaupt
Title: Authorized Signatory

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT