

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369486

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARL GUSTAFSON, LLC		01/14/2016	LIMITED LIABILITY COMPANY: MASSACHUSETTS
PERFORMANCE REHABILITATION OF WESTERN NEW ENGLAND, LLC		01/14/2016	LIMITED LIABILITY COMPANY: MASSACHUSETTS
ATHLETIC & THERAPEUTIC INSTITUTE OF NAPERVILLE, LLC		01/14/2016	LIMITED LIABILITY COMPANY: ILLINOIS
PROAXIS THERAPY, LLC		01/14/2016	LIMITED LIABILITY COMPANY: DELAWARE
ATI HOLDINGS, LLC		01/14/2016	LIMITED LIABILITY COMPANY: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	Jefferies Finance LLC
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	3889156	SPORTS & PHYSICAL THERAPY ASSOCIATES
<b>Registration Number:</b>	3802683	
<b>Registration Number:</b>	3802681	
<b>Registration Number:</b>	3752148	ATTAIN
<b>Registration Number:</b>	3752149	ATTAIN
<b>Registration Number:</b>	4647413	MVP FACTORY
<b>Registration Number:</b>	3350353	P PROAXIS THERAPY
<b>Registration Number:</b>	3350354	P PROAXIS THERAPY
<b>Registration Number:</b>	4292297	DON'T JUST RECOVER. CONQUER.

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Property Type	Number	Word Mark
Registration Number:	3493529	
Registration Number:	3606567	ATHLETIC ENGINEERING
Registration Number:	3838770	STABLENASTICS

#### CORRESPONDENCE DATA

**Fax Number:** 2129692900

*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:** 212-969-3000

**Email:** trademark@proskauer.com

**Correspondent Name:** Adam D. Siegartel

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	40767-099
<b>NAME OF SUBMITTER:</b>	Adam Siegartel
<b>SIGNATURE:</b>	/Adam Siegartel/
<b>DATE SIGNED:</b>	01/15/2016

#### Total Attachments: 7

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**Grant of Security Interest  
in United States Trademarks**

January 14, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CARL GUSTAFSON, LLC, a Massachusetts limited liability company ("Gustafson"), PERFORMANCE REHABILITATION OF WESTERN NEW ENGLAND, LLC, a Massachusetts limited liability company ("Performance Rehab"), ATHLETIC & THERAPEUTIC INSTITUTE OF NAPERVILLE, LLC, an Illinois limited liability company ("Naperville"), PROAXIS THERAPY, LLC, a Delaware limited liability company ("Proaxis"), ATI HOLDINGS, LLC, an Illinois limited liability company ("ATI Holdings," and together with Gustafson, Performance Rehab, Naperville and Proaxis, each, a "Grantor", and collectively, the "Grantors"), each having its chief executive offices at 790 Remington Boulevard, Bolingbrook, Illinois 60440, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the "Grantee"), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantors' rights to:

- (i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule A hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among Grantors, the Grantee and certain other parties dated as of December 21, 2012, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTORS authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CARL GUSTAFSON, LLC  
PERFORMANCE REHABILITATION OF WESTERN  
NEW ENGLAND, LLC  
ATHLETIC & THERAPEUTIC INSTITUTE OF  
NAPERVILLE, LLC  
PROAXIS THERAPY, LLC  
ATI HOLDINGS, LLC


By: 

Name: John Egofski

Title: Chief Financial Officer

Agreed and Accepted:

JEFFERIES FINANCE LLC,  
as Collateral Agent and Grantee

By:   
Name: J. Paul McDonnell  
Title Managing Director






[Signature Page to Grant of Security Interest]

**TRADEMARK**  
**REEL: 005711 FRAME: 0207**

Schedule A to Trademark Security Agreement

**TRADEMARKS**

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
Carl Gustafson, LLC	3,889,156	USA	December 14, 2010	
Performance Rehabilitation of Western New England, LLC	3,802,683	USA	June 15, 2010	
Performance Rehabilitation of Western New England, LLC	3,802,681	USA	June 15, 2010	
Performance Rehabilitation of Western New England, LLC	3,752,148	USA	February 23, 2010	ATTAIN
Performance Rehabilitation of Western New England, LLC	3,752,149	USA	February 23, 2010	ATTAIN

Athletic & Therapeutic Institute of Naperville, LLC, as successor in interest to Flexeon Rehabilitation Holdings, LLC,	4,647,413	USA	December 2, 2014	
Proaxis Therapy, LLC	3,350,353	USA	December 4, 2007	
Proaxis Therapy, LLC	3,350,354	USA	December 4, 2007	
Proaxis Therapy, LLC	4,292,297	USA	February 19, 2013	
ATI Holdings, LLC, as successor in interest to Olympic Physical Therapy of Washington Inc.	3,493,529	USA	August 26, 2008	



ATI Holdings, LLC, as successor in interest to Olympic Physical Therapy of Washington Inc.	3,606,567	USA	April 14, 2009	ATHLETIC ENGINEERING
ATI Holdings, LLC, as successor in interest to Olympic Physical Therapy of Washington Inc.	3,838,770	USA	August 24, 2010	Stablenastics

**TRADE APPLICATIONS**

Serial No.

Country

Filing Date

Mark

None.

**TRADEMARK**

**REEL: 005711 FRAME: 0210**

**RECORDED: 01/15/2016**