

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Rehabilitation Systems, Inc.		03/04/2016	CORPORATION: PENNSYLVANIA
Physiotherapy-BMHI Holdings, Inc.		03/04/2016	CORPORATION: DELAWARE
Physiotherapy-BMI, Inc.		03/04/2016	CORPORATION: DELAWARE
Physiotherapy Corporation		03/04/2016	CORPORATION: DELAWARE
Alexandria Sports, Inc. (successor by merger to SMR EAC Inc.)		03/04/2016	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, 7th Floor, IL1-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1490615	K KEYSTONE REHABILITATION SYSTEMS	
Registration Number:	3029872	INTEGRITY PHYSICAL THERAPY	
Registration Number:	3142478	BENCHMARK	
Registration Number:	3480454	PHYSIO@WORK	
Registration Number:	3480514	PHYSIOKIDS	
Registration Number:	3605292	PHYSIOLINK	
Registration Number:	4131901	STRENGTHEN YOUR GAME	
Registration Number:	4790519		
Registration Number:	4753592	PHYSIO O&P	
Registration Number:	4780966	LIVE BETTER. WORK SMARTER. PLAY HARDER.	
Registration Number:	4814888	EMPOWERING MOVEMENT AT THE SPEED OF LIFE	
Registration Number:	1841102	BANYAN TREE	

OP \$315.00 1490615

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** Elaine Carrera, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindal LLP**Address Line 4:** New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	03/04/2016
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Total Attachments: 6

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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):

- 1. Keystone Rehabilitation Systems, Inc.
- 2. Physiotherapy-BMHI Holdings, Inc.
- 3. Physiotherapy-BMI, Inc.
- 4. Physiotherapy Corporation
- 5. Alexandria Sports, Inc. (successor by merger to SMR EAC Inc.)

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. PA; 2. DE; 3. DE; 4. DE; 5. NY
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 4, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 South Dearborn, 7th Floor, IL1-1625

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 12

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

March 4, 2016
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2016 (this "Agreement"), among Keystone Rehabilitation Systems, Inc., Physiotherapy-BMHI Holdings, Inc., Physiotherapy-BMI, Inc., Physiotherapy Corporation, Alexandria Sports, Inc. (f/k/a SMR EAC, Inc.) (collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Select Medical Holdings Corporation ("Holdings"), Select Medical Corporation (the "Borrower"), the subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto, the Lenders (as defined therein) party thereto and the Administrative Agent. The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and


(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

(d) Notwithstanding the foregoing, the Trademark Collateral shall not include any trademark application filed with the United States Patent and Trademark Office on an "intent-to-use" basis ("ITU Application") until such time as a verified statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office, at which time such trademark application shall automatically be deemed included within the Trademark Collateral, and the applicable Grantor shall execute and deliver appropriate supplemental instruments evidencing the Administrative Agent's security interest therein and such Grantor shall promptly file and record such instrument with the United States Patent and Trademark Office.

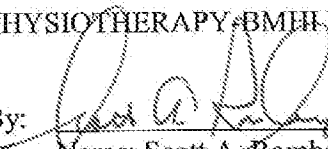
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern, other than specifically with respect to ITU Applications as referenced under Section 1(d) above, in which case the terms of this Agreement shall govern.

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

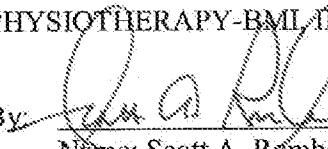
KEYSTONE REHABILITATION SYSTEMS,
INC.

By: 
Name: Scott A. Romberger
Title: Vice President, Treasurer and Assistant Secretary

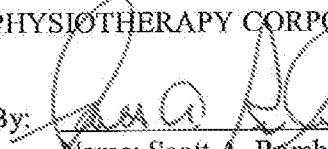
PHYSIOTHERAPY-BMH HOLDINGS, INC.

By: 
Name: Scott A. Romberger
Title: Vice President, Treasurer and Assistant Secretary

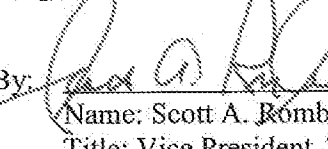
PHYSIOTHERAPY-BMI, INC.

By: 
Name: Scott A. Romberger
Title: Vice President, Treasurer and Assistant Secretary

PHYSIOTHERAPY CORPORATION

By: 
Name: Scott A. Romberger
Title: Vice President, Treasurer and Assistant Secretary

ALEXANDRIA SPORTS, INC. (successor by
merger to SMR EAC Inc.)

By: 
Name: Scott A. Romberger
Title: Vice President, Treasurer and Assistant Secretary

[Select - Trademark Security Agreement]

TRADEMARK
REEL: 005746 FRAME: 0208

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

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT,

By: 
Name: Dawn Lee Lum
Title: Executive Director

[Select -- Trademark Security Agreement]

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date (Filing Date)</u>
Keystone Rehabilitation Systems, Inc.	K Keystone Rehabilitation Systems	1490615	5/31/1988
Physiotherapy-BMHI Holdings, Inc.	Integrity Physical Therapy (Chicago logo)	3,029,872	12/13/2005
Physiotherapy-BMI, Inc.	Benchmark	3,142,478	9/12/2006
Physiotherapy Corporation	Physio@Work	3,480,454	8/5/2008
Physiotherapy Corporation	PhysioKids	3,480,514	8/5/2008
Physiotherapy Corporation	PhysioLink	3,605,292	4/14/2009
Physiotherapy Corporation	Strengthen Your Game	4,131,901	4/24/2012
Physiotherapy Corporation	Design Only	4,790,519	8/11/2015
Physiotherapy Corporation	Physio O&P	4,753,592	6/9/2015
Physiotherapy Corporation	Live Better. Work Smarter. Play Harder.	4,780,966	7/28/2015
Physiotherapy Corporation	Empowering Movement At The Speed of Life	4,814,888	9/15/2015
SMR EAC, Inc. (n/k/a Alexandria Sports, Inc.)	BANYAN TREE	1841102	6/21/1994