

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC, as First Lien Agent		03/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Healthcare Financial Solutions, LLC, as Second Lien Agent		03/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Keystone Rehabilitation Systems, Inc.		
Street Address:	855 Springdale Drive		
Internal Address:	Suite 200		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1490615	K KEYSTONE REHABILITATION SYSTEMS	
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 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	03/04/2016		
Total Attachments: 10			

OP \$40.00 1490615

source=Physio - IP Release (3.4.16) EXECUTED#page1.tif
source=Physio - IP Release (3.4.16) EXECUTED#page2.tif
source=Physio - IP Release (3.4.16) EXECUTED#page3.tif
source=Physio - IP Release (3.4.16) EXECUTED#page4.tif
source=Physio - IP Release (3.4.16) EXECUTED#page5.tif
source=Physio - IP Release (3.4.16) EXECUTED#page6.tif
source=Physio - IP Release (3.4.16) EXECUTED#page7.tif
source=Physio - IP Release (3.4.16) EXECUTED#page8.tif
source=Physio - IP Release (3.4.16) EXECUTED#page9.tif
source=Physio - IP Release (3.4.16) EXECUTED#page10.tif

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of March 4, 2016, is made by Healthcare Financial Solutions, LLC, as successor agent to General Electric Capital Corporation in its capacity as Agent for the Secured Parties (each as defined in the First Lien Credit Agreement) under the First Lien Credit Agreement referred to below ("First Lien Agent") and as successor agent to General Electric Capital Corporation in its capacity as Agent for the Secured Parties (each as defined in the Second Lien Credit Agreement) under the Second Lien Credit Agreement referred to below ("Second Lien Agent" and collectively, the "Agents") (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreements).

WHEREAS, in connection with that certain (i) Credit Agreement (the "First Lien Credit Agreement") and (ii) Second Lien Credit Agreement (the "Second Lien Credit Agreement" and together with the First Lien Credit Agreement, collectively, the "Credit Agreements"), each dated as of June 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements, trademark security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, collectively the "Credit Agreements"), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and each of First Lien Agent and Second Lien Agent, as applicable, the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreements, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "Security Agreements"), the Credit Parties granted security interests in certain intellectual property owned by the Credit Parties, including: (i) all trademarks and copyrights, including those listed on Annex I attached hereto and all intellectual property licenses providing for the grant by or to the Credit Parties of any right under such trademarks and copyrights; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each of such trademarks; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing (collectively, the "Intellectual Property Collateral"); and

WHEREAS, the Security Agreements were recorded in the United States Patent and Trademark Office (the "USPTO") and in the United States Copyright Office (the "Copyright Office") on the dates and on the reel and frame numbers or volume and document numbers set forth on Annex I hereto.

NOW THEREFORE, each of First Lien Agent and Second Lien Agent hereby releases, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and each Agent hereby reassigns any and all such right, title and interest (if any) that such Agent may have in the Intellectual Property Collateral to the Credit Parties.

Each Agent agrees, at the Credit Parties' expense, to cooperate with the Credit Parties and to provide the Credit Parties with the information and additional authorization reasonably required or desirable to effect the release of such Agent's security interest in the released collateral described herein.

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

IN WITNESS WHEREOF, each Agent has executed this Release as of the date first above written.

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as First Lien Agent

By: 
Name: ELIZABETH DOVE
Title: Duly Authorized Signatory

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Second Lien Agent

By: 
Name: ELIZABETH DOVE
Title: Duly Authorized Signatory

ANNEX I

Trademark Security Agreement against Physiotherapy Corporation in favor of First Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0382 and covering the following trademarks:

Second Lien Trademark Security Agreement against Physiotherapy Corporation in favor of Second Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0428 and covering the following trademarks:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 18, 2015 at Reel 5671, Frame 0258 and covering the following trademarks:

Trademark	Registration No.	Registration Date
Physio@Work	3480454	August 5, 2008
PhysioKids	3480514	August 5, 2008
PhysioLink	3605292	April 14, 2009
Strengthen Your Game	4131901	April 24, 2012
Physio O&P	4753592	June 9, 2015
Live Better Work Smarter Play Harder	4780966	July 28, 2015

Trademark Security Agreement (First Supplemental Filing) against Physiotherapy Corporation in favor of First Lien Agent, dated as of September 8, 2015 and filed with the USPTO on September 9, 2015 at Reel 5619, Frame 0456 and covering the following trademarks:

Second Lien Trademark Security Agreement (First Supplemental Filing) against Physiotherapy Corporation in favor of Second Lien Agent, dated as of September 8, 2015 and filed with the USPTO on September 9, 2015 at Reel 5619, Frame 0639 and covering the following trademarks:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 18, 2015 at Reel 5671, Frame 0258 and covering the following trademarks:

Trademark	Registration No.	Registration Date
Design Only	4790519	August 11, 2015

Trademark Security Agreement against Physiotherapy-BMHI Holdings, Inc. in favor of First Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0375 and covering the following trademarks:

Second Lien Trademark Security Agreement against Physiotherapy-BMHI Holdings, Inc. in favor of Second Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0508 and covering the following trademarks:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 18, 2015 at Reel 5671, Frame 0252 and covering the following trademarks:

Trademark	Registration No.	Registration Date
Integrity Physical Therapy (Chicago logo)	3029872	December 13, 2005
Integrity Physical Therapy (Indiana logo)	2987915	August 23, 2005

Trademark Security Agreement against Physiotherapy-BMI, Inc. in favor of First Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0414 and covering the following trademarks:

Second Lien Trademark Security Agreement against Physiotherapy-BMI, Inc. in favor of Second Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0441 and covering the following trademarks:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 18, 2015 at Reel 5672, Frame 0381 and covering the following trademarks:

Trademark	Registration No.	Registration Date
Benchmark Medical, Inc.	3295974	September 25, 2007
Benchmark	3142478	September 12, 2006

Trademark Security Agreement against Keystone Rehabilitation Systems, Inc. in favor of First Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0405 and covering the following trademark:

Second Lien Trademark Security Agreement against Keystone Rehabilitation Systems, Inc. in favor of Second Lien Agent, dated as of June 4, 2015 and filed with the USPTO on June 5, 2015 at Reel 5546, Frame 0532 and covering the following trademark:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 18, 2015 at Reel 5671, Frame 0683 and covering the following trademark:

Trademark	Registration No.	Registration Date
K Keystone Rehabilitation Systems	1490615	May 31, 1988

Copyright Security Agreement against Physiotherapy Associates, Inc. in favor of First Lien Agent, dated as of June 4, 2015 and filed with the Copyright Office on June 18, 2015 in Volume 9906, Document No. 826 and covering the following copyright:

Second Lien Copyright Security Agreement against Physiotherapy Associates, Inc. in favor of Second Lien Agent, dated as of June 4, 2015 and filed with the Copyright Office on June 18, 2015 in Volume 9906, Document No. 823 and covering the following copyright:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 20, 2015 at Volume 9912, Document 533 and covering the following copyright:

COPYRIGHT	REG. NO.	REG. DATE
DISABILITY WORK ASSESSMENT	TX0007739359	03/15/13

Copyright Security Agreement against Physiotherapy Corporation in favor of First Lien Agent, dated as of June 4, 2015 and filed with the United States Copyright Office on June 18, 2015 in Volume 9906, Document No. 817 and covering the following copyright:

Second Lien Copyright Security Agreement against Physiotherapy Corporation in favor of Second Lien Agent, dated as of June 4, 2015 and filed with the Copyright Office on June 18, 2015 in Volume 9906, Document No. 824 and covering the following copyright:

Assignment of Intellectual Property Security Agreement dated November 16, 2015 and recorded November 20, 2015 at Volume 9912, Document 522 and covering the following copyright:

COPYRIGHT	REG. NO.	REG. DATE
COMPUTER PROGRAM	TXU001572159	05/11/08