

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM383910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Physical Therapy, LLC		05/10/2016	Limited Liability Company: INDIANA
Apple Physical Therapy, LLC		05/10/2016	Limited Liability Company: WASHINGTON
Athletic & Therapeutic Institute of Naperville, LLC		05/10/2016	Limited Liability Company: ILLINOIS
ATI Holdings, LLC		05/10/2016	Limited Liability Company: ILLINOIS
Carl Gustafson, LLC		05/10/2016	Limited Liability Company: MASSACHUSETTS
Ideal Physical Therapy of Texas, LLC		05/10/2016	Limited Liability Company: ARIZONA
Michigan Rehabilitation Specialists of Fowlerville, LLC		05/10/2016	Limited Liability Company: MICHIGAN
Performance Rehabilitation of Western New England, LLC		05/10/2016	Limited Liability Company: MASSACHUSETTS
Proaxis Therapy, LLC		05/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3889156	SPORTS & PHYSICAL THERAPY ASSOCIATES	
Registration Number:	3802683		
Registration Number:	3802681		
Registration Number:	3752148	ATTAIN	
Registration Number:	3752149	ATTAIN	

CH \$815.00 3889156

Property Type	Number	Word Mark
Registration Number:	4647413	MVP FACTORY
Registration Number:	3350353	P PROAXIS THERAPY
Registration Number:	3350354	P PROAXIS THERAPY
Registration Number:	4292297	DON'T JUST RECOVER. CONQUER.
Registration Number:	3493529	
Registration Number:	3606567	ATHLETIC ENGINEERING
Registration Number:	3838770	STABLENASTICS
Registration Number:	4021556	APPLE PHYSICAL THERAPY
Registration Number:	4021557	APPLE PHYSICAL THERAPY
Registration Number:	3695198	
Registration Number:	4290934	ATI PHYSICAL THERAPY
Registration Number:	4287597	ATI PHYSICAL THERAPY
Registration Number:	4201089	ATI PHYSICAL THERAPY
Registration Number:	3950248	OFFICETRAC
Registration Number:	3924682	PRO
Registration Number:	2694971	
Registration Number:	3332205	IDEAL REHABILITATION
Registration Number:	4387494	IDEAL
Registration Number:	4509973	IDEAL
Registration Number:	4380344	IDEAL PHYSICAL THERAPY
Registration Number:	4510023	IDEAL PHYSICAL THERAPY
Serial Number:	86949221	ATI PHYSICAL THERAPY HERE FOR YOU
Serial Number:	86862712	ATI HEALTH
Serial Number:	86863550	ATI SPORTS MEDICINE
Serial Number:	86863558	ATI WOMEN'S HEALTH
Serial Number:	86863570	ATI HOME HEALTH
Serial Number:	86863589	ATI WORKSITE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/

DATE SIGNED:	05/11/2016
Total Attachments: 6 source=ATI - Executed 2L Intellectual Property Security Agreement(121728039_1)#page1.tif source=ATI - Executed 2L Intellectual Property Security Agreement(121728039_1)#page2.tif source=ATI - Executed 2L Intellectual Property Security Agreement(121728039_1)#page3.tif source=ATI - Executed 2L Intellectual Property Security Agreement(121728039_1)#page4.tif source=ATI - Executed 2L Intellectual Property Security Agreement(121728039_1)#page5.tif source=ATI - Executed 2L Intellectual Property Security Agreement(121728039_1)#page6.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 10, 2016, (this “Agreement”), by Advanced Physical Therapy, LLC, an Indiana limited liability company, Apple Physical Therapy, LLC, a Washington limited liability company, Athletic & Therapeutic Institute of Naperville, LLC, an Illinois limited liability company, ATI Holdings, LLC, an Illinois limited liability company, Carl Gustafson, LLC, a Massachusetts limited liability company, Ideal Physical Therapy of Texas, LLC, an Arizona limited liability company, Michigan Rehabilitation Specialists of Fowlerville, LLC, a Michigan limited liability company, Performance Rehabilitation of Western New England, LLC, a Massachusetts limited liability company, Proaxis Therapy, LLC, a Delaware limited liability company (each, a “Grantor”) in favor of Wilmington Trust, National Association (“Wilmington Trust”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 10, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 10, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Wilco Intermediate Holdings, Inc., as Holdings, ATI Holdings Acquisition, Inc., a Delaware corporation (successor by merger to Wilco Purchaser, Inc., a Delaware corporation), as the Borrower, the Lenders from time to time party thereto and Wilmington Trust, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

ADVANCED PHYSICAL THERAPY, LLC
APPLE PHYSICAL THERAPY, LLC
ATHLETIC & THERAPEUTIC INSTITUTE OF
NAPERVILLE, LLC
ATI HOLDINGS, LLC
CARL GUSTAFSON, LLC
IDEAL PHYSICAL THERAPY OF TEXAS, LLC
MICHIGAN REHABILITATION SPECIALISTS OF
FOWLERVILLE, LLC
PERFORMANCE REHABILITATION OF WESTERN
NEW ENGLAND, LLC
PROAXIS THERAPY, LLC

By: _____


Name: John Egofski
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Carl Gustafson, LLC (f/k/a Carl Gustafson, P.C.)	3,889,156	SPORTS & PHYSICAL THERAPY ASSOCIATES & Design
Performance Rehabilitation of Western New England, LLC	3,802,683	
Performance Rehabilitation of Western New England, LLC	3,802,681	
Performance Rehabilitation of Western New England, LLC	3,752,148	ATTAIN
Performance Rehabilitation of Western New England, LLC	3,752,149	ATTAIN
Athletic & Therapeutic Institute of Naperville, LLC (successor-in-interest to Flexeon Rehabilitation Holdings, LLC)	4,647,413	
Proaxis Therapy, LLC	3,350,353	
Proaxis Therapy, LLC	3,350,354	
Proaxis Therapy, LLC	4,292,297	DON'T JUST RECOVER. CONQUER.
ATI Holdings, LLC (successor-in-interest to Olympic Physical Therapy of Bellevue, Inc.)	3,493,529	
ATI Holdings, LLC (successor-in-interest to Olympic Physical Therapy of Washington Inc.)	3,606,567	ATHLETIC ENGINEERING
ATI Holdings, LLC (successor-in-interest to Olympic Physical Therapy of Renton LLC)	3,838,770	STABLENASTICS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Apple Physical Therapy, LLC (f/k/a Apple Physical Therapy, P.S.)	4,021,556	APPLE PHYSICAL THERAPY
Apple Physical Therapy, LLC (f/k/a Apple Physical Therapy, P.S.)	4,021,557	
Michigan Rehabilitation Specialists of Fowlerville, LLC (successor-in-interest to Michigan Rehabilitation Specialists, LLC f/k/a Michigan Rehabilitation Specialists, Inc.)	3,695,198	
ATI Holdings, LLC	4,290,934	
ATI Holdings, LLC	4,287,597	
ATI Holdings, LLC	4,201,089	ATI PHYSICAL THERAPY
Advanced Physical Therapy, LLC	3,950,248	OFFICETRAC
ATI Holdings, LLC	3,924,682	PRO
ATI Holdings, LLC	2,694,971	
Ideal Physical Therapy of Texas, LLC	3,332,205	IDEAL REHABILITATION
Ideal Physical Therapy of Texas, LLC	4,387,494	IDEAL
Ideal Physical Therapy of Texas, LLC	4,509,973	IDEAL
Ideal Physical Therapy of Texas, LLC	4,380,344	IDEAL PHYSICAL THERAPY (Design) 
Ideal Physical Therapy of Texas, LLC	4,510,023	IDEAL PHYSICAL THERAPY (Design) 

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
ATI Holdings, LLC	86/949,221	ATI PHYSICAL THERAPY HERE FOR YOU
ATI Holdings, LLC	86/862,712	ATI HEALTH
ATI Holdings, LLC	86/863,550	ATI SPORTS MEDICINE
ATI Holdings, LLC	86/863,558	ATI WOMEN'S HEALTH
ATI Holdings, LLC	86/863,570	ATI HOME HEALTH
ATI Holdings, LLC	86/863,589	ATI WORKSITE SOLUTIONS