

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384777

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	First Lien Security Agreement
RESUBMIT DOCUMENT ID:	900364088

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Physical Therapy, LLC		05/10/2016	Limited Liability Company: INDIANA
Apple Physical Therapy, LLC, a Washington Limited Liability Company		05/10/2016	Limited Liability Company: WASHINGTON
Athletic & Therapeutic Institute of Naperville, LLC, an Illinois Limited Liability Company		05/10/2016	Limited Liability Company: ILLINOIS
ATI Holdings, LLC, an Illinois Limited Liability Company		05/10/2016	Limited Liability Company: ILLINOIS
Carl Gustafson, LLC, a Massachusetts Limited Liability Company		05/10/2016	Limited Liability Company: MASSACHUSETTS
Idea Physical Therapy of Texas, LLC, an Arizona Limited Liability Company		05/10/2016	Limited Liability Company: ARIZONA
Michigan Rehabilitation Specialists of Fowlerville. LLC, a Michigan Limited Liability Company		05/10/2016	Limited Liability Company: MICHIGAN
Performance Rehabilitation of Western New England, LLC, a Massachusetts Limited Liability Company		05/10/2016	Limited Liability Company: MASSACHUSETTS
Proaxis Therapy, LLC, a Delaware Limited Liability Company		05/10/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
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
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:

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

SIGNATURE: /Michael Barys/

DATE SIGNED: 05/18/2016

Total Attachments: 11

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383928

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien 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, a Washington Limited Liability Company		05/10/2016	Limited Liability Company: WASHINGTON
Athletic & Therapeutic Institute of Naperville, LLC, an Illinois Limited Liability Company		05/10/2016	Corporation: ILLINOIS Limited Liability Company
ATI Holdings, LLC, an Illinois Limited Liability Company		05/10/2016	Limited Liability Company: ILLINOIS
Carl Gustafson, LLC, a Massachusetts Limited Liability Company		05/10/2016	Limited Liability Company: MASSACHUSETTS
Idea Physical Therapy of Texas, LLC, an Arizona Limited Liability Company		05/10/2016	Limited Liability Company: ARIZONA
Michigan Rehabilitation Specialists of Fowlerville, LLC, a Michigan Limited Liability Company		05/10/2016	Limited Liability Company: MICHIGAN
Performance Rehabilitation of Western New England, LLC, a Massachusetts Limited Liability Company		05/10/2016	Limited Liability Company: MASSACHUSETTS
Proaxis Therapy, LLC, a Delaware Limited Liability Company		05/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 32			

OP \$815.00 3889156

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5-11

538898/2

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):

Advanced Physical Therapy, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-IN
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 10, 2016

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

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

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 _____

B. Trademark Registration No.(s) _____

See Schedule I

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:

32

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

May 10, 2016

Date

Elaine Carrera

Name of Person Signing

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

8

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

✓ Apple Physical Therapy, LLC, a Washington Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – WA

✓ Athletic & Therapeutic Institute of Naperville, LLC, an Illinois Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – IL

✓ ATI Holdings, LLC, an Illinois Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – IL

✓ Carl Gustafson, LLC, a Massachusetts Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – MA

✓ Ideal Physical Therapy of Texas, LLC, an Arizona Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – AR

Michigan Rehabilitation Specialists of Fowlerville, LLC, a Michigan Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – MI

✓ Performance Rehabilitation of Western New England, LLC, a Massachusetts Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – MA

Proaxis Therapy, LLC, a Delaware Limited Liability Company
790 Remington Boulevard
Bolingbrook, IL 60440
Citizenship – USA – DE

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST 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 Barclays Bank PLC ("Barclays"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain First 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 First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First 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 "First 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 Barclays, 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 First 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 Egofske

Title: Chief Financial Officer






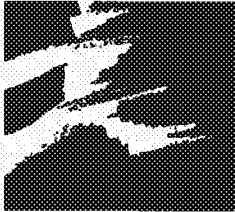
Signature Page to First Lien Intellectual Property Security Agreement

TRADEMARK

REEL: 005793 FRAME: 0009

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

Search Skill	Antwerp	Boston	London	Montreal	Alexandria	Aschaffenburg	Paris
Word Searching*							
(*Includes Quality Team)							
In-house Availability Registers							
Australia							
Pharmaceutical		8					
Quality Team		8					
UK Availability Search		3					
Common Law							
Web CL		16					
UK Web Common Law							
UK Common Law							
NUANS							
Canadian Common Law							
Newsroom							
Entertainment							
Copyright							
Copyright Tailored							
Title							
Title Hit Selection		6					
Design/Device Search		6					
Specialty Searches/Products							
Patent Portfolio							
Trademark Portfolio		6					
Alcohol Label							
MCSS							
ISS							
MyCorp/CorpNet							
Company Name							
Domain ccTLD							
Domain Typo Squatting							
In-Use		2					
Social Media Username							
Company Name France							
Domain							
Owner Search							
Status Watch							
Community Design							
6ster Search							
Other Operations Skills							
TA							
Workflow							