

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AlphaVista Services Inc.		06/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank		
Street Address:	231 South LaSalle Street, 2nd floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3378136	ALPHAVISTA	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	06/03/2016		
Total Attachments: 10			
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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of June 3, 2016, is made by **PEDIATRIC THERAPY SERVICES, LLC**, a Delaware limited liability company (“**PTS**”), **MYTHERAPY COMPANY LLC**, a Delaware limited liability company (“**MTC**”), **CUMBERLAND THERAPY SERVICES, LLC**, a Delaware limited liability company (“**CTS**”), **ALHAVISTA HOLDINGS, INC.**, a Delaware corporation (“**AlphaVista Holdings**”), **ALHAVISTA MERGER SUB, INC.**, a Delaware corporation (“**AlphaVista Merger Sub**”), **101 STAFFING MERGER SUB, INC.**, a Delaware corporation (“**101 Staffing Merger Sub**”), **ALHAVISTA SERVICES INC.**, a Delaware corporation (“**AlphaVista**”), and **101 THERAPY STAFFING, INC.**, a Delaware corporation (“**101 Staffing**”; together with PTS, MTC, CTS, AlphaVista Holdings, AlphaVista Merger Sub, 101 Staffing Merger Sub, and AlphaVista, individually and collectively, as “**Borrower**” and/or “**Borrowers**”), in favor of **WINTRUST BANK**, an Illinois state chartered bank (together with its successors and assigns, “**Lender**”).

RECITALS

WHEREAS, Borrowers and Lender are parties to that certain Loan and Security Agreement and Guaranty dated as of December 18, 2015, as amended by that certain Consent and First Amendment to Loan and Security Agreement and Guaranty dated as of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrowers, and (ii) for the grant by Borrowers to Lender of a security interest in each Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Obligations**”), each Borrower hereby confirms its grant to Lender of a continuing security interest in and to any and all of such Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of such Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Each Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender’s security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the

event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrowers, at Borrowers' joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrowers to Lender hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended, restated, supplemented or otherwise modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrowers and Lender.

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon each Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, no Borrower shall assign this Confirmatory Grant or any of such Borrower's obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Each Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrowers.

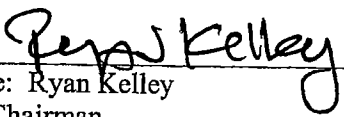
10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT

REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE ILLINOIS CHOICE OF LAW AND FORUM ACT).

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

PEDIATRIC THERAPY SERVICES, LLC
MYTHERAPY COMPANY LLC
CUMBERLAND THERAPY SERVICES, LLC
ALHAVISTA MERGER SUB, INC.
101 STAFFING MERGER SUB, INC.
ALHAVISTA SERVICES INC.
101 THERAPY STAFFING, INC.
ALHAVISTA HOLDINGS, INC.


By: 
Name: Ryan Kelley
Its: Chairman

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 005806 FRAME: 0226

Agreed and Accepted:

WINTRUST BANK

By:  _____

Name: Jason Girardin

Its: Vice President

EXHIBIT A

PATENTS

None.

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT B
TRADEMARKS

Owner	Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Jurisdiction
AlphaVista Services Inc. (Delaware Corp.) Sunnyvale, California	ALPHAVISTA	77199168 (June 6, 2007)	3378136 (February 5, 2008)	Federal
Other Borrowers	None			

EXHIBIT C
COPYRIGHTS

None.