

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Athletico Management, LLC		12/20/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	222 Broadway, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86964962	WORKING 4 U	
<b>Serial Number:</b>	86910229	ATHLETICO ACL 3P PROGRAM PREVENTION PROG	
<b>Registration Number:</b>	4256971	BETTER FOR EVERY BODY.	
<b>Registration Number:</b>	4135056	ATHLETICO PHYSICAL THERAPY	
<b>Registration Number:</b>	3897190	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Registration Number:</b>	3897195	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Registration Number:</b>	2277134	ATHLETICO SPORTS MEDICINE AND PHYSICAL T	
<b>Registration Number:</b>	2277135	ATHLETICO SPORTS MEDICINE AND PHYSICAL T	
<b>Registration Number:</b>	2277136	ATHLETICO	
<b>Registration Number:</b>	2264119	ATHLETICO	
<b>Registration Number:</b>	3890274	ATHLETICO PHYSICAL THERAPY · OCCUPATIONA	
<b>Serial Number:</b>	87126525	ATHLETICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			
<b>Phone:</b>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Paralegal		

OP \$315.00 86964962

**Address Line 1:** McGuireWoods LLP  
**Address Line 2:** 201 N. Tryon Street, Suite 3000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher, Paralegal

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 12/20/2016

**Total Attachments: 5**

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**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 20, 2016, made by Athletico Management, LLC a Delaware limited liability company having a principal place of business at 625 Enterprise Drive, Oak Brook, Illinois 60523 (the "Grantor"), in favor of Bank of America, N.A., a national association, as Administrative Agent (the "Agent") for itself and the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BDT Atlas Merger Sub 4, LLC, a Delaware limited liability company, and after the consummation of the Acquisition, Athletico Management Holdings, LLC (with Athletico Management Holdings, LLC as the surviving company) (the "Closing Date Borrower"), after the effectiveness of the Transactions, Accelerated Health Systems, LLC, an Illinois limited liability company (the "Accelerated Borrower") and Athletico Management, LLC, a Delaware limited liability company (the "Athletico Borrower" and together with the Accelerated Borrower and the Closing Date Borrower, the "Borrowers" and each a "Borrower"), BDT Atlas Acquisition Vehicle, LLC a Delaware limited liability company ("Invesco"), after the effectiveness of the Transactions, Accelerated Holdings, LLC, a Delaware limited liability company ("Accelerated Holdings"), Athletico Intermediate Holdings, LLC, a Delaware limited liability company ("Athletico Holdings" and together with Accelerated Holdings and Invesco, the "Holdcos" and each a "Holdco"), the Agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Grantor in the form of Term Loans, Revolving Credit Loans, Swing Line Loans and Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Loan Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans, Revolving Credit Loans, Swing Line Loans, and Letters of Credit and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement, it granted to the Agent, for the ratable benefit of the Agent and the Secured Parties, a security interest in, all of the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto), and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of the Trademarks and all collateral security and guarantees given by any Person with respect to any of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.



Very truly yours,

ATHLETICO MANAGEMENT, LLC,  
as Grantor

By:   
Name: Mark Kaufman  
Title: Chief Executive Officer

**TRADEMARKS**

<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>
WORKING 4 U	86964962 05-APR-2016	
ATHLETICO ACL 3P PROGRAM PREVENTION PROGRESSION PERFORMANCE  <b>ATHLETICO</b> ACL 3P PROGRAM   PREVENTION PROGRESSION PERFORMANCE	86910229 17-FEB-2016	
BETTER FOR EVERY BODY.	85598462 16-APR-2012	4256971 11-DEC-2012
ATHLETICO PHYSICAL THERAPY	85410336 30-AUG-2011	4135056 01-MAY-2012
ATHLETICO PHYSICAL THERAPY · OCCUPATIONAL THERAPY	85035738 11-MAY-2010	3897190 28-DEC-2010
ATHLETICO PHYSICAL THERAPY · OCCUPATIONAL THERAPY  <b>ATHLETICO</b> PHYSICAL THERAPY · OCCUPATIONAL THERAPY	85035770 11-MAY-2010	3897195 28-DEC-2010
ATHLETICO SPORTS MEDICINE AND PHYSICAL THERAPY CENTER  <b>ATHLETICO</b> SPORTS MEDICINE AND PHYSICAL THERAPY CENTER	75350275 02-SEP-1997	2277134 14-SEP-1999
ATHLETICO SPORTS MEDICINE AND PHYSICAL THERAPY CENTER	75350276 02-SEP-1997	2277135 14-SEP-1999
ATHLETICO  <b>ATHLETICO</b>	75350277 02-SEP-1997	2277136 14-SEP-1999
ATHLETICO	75350278 02-SEP-1997	2264119 27-JUL-1999

Mark	App. No./ App. Date	Reg. No./ Reg. Date
ATHLETICO PHYSICAL THERAPY · OCCUPATIONAL THERAPY  	85035792 11-MAY-2010	3890274 14-DEC-2010
ATHLETICO 	87126525 03-AUG-2016	