

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynamic Physical Therapy and Rehabilitation Center of Bear, Inc.		04/07/2006	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dynamic Therapy Services LLC		
Street Address:	1501 Blueball Avenue		
City:	Linwood		
State/Country:	PENNSYLVANIA		
Postal Code:	19061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2692152	DYNAMIC PHYSICAL THERAPY & AQUATIC REHAB	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H.Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	46449-2		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	01/19/2017		
Total Attachments: 17			
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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

DATED AS OF APRIL 7, 2006

By and Among

THE SELLING PARTIES NAMED HEREIN,

PHYSIOHEALTH HOLDINGS LLC

and

DYNAMIC THERAPY SERVICES LLC

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of April 7, 2006, is made by and among each of the Persons listed on the Schedule of Sellers attached hereto (each a "Seller" and collectively the "Sellers"), each of the Persons listed on the Schedule of Stockholders attached hereto (each a "Stockholder" and collectively the "Stockholders"), PhysioHealth Holdings LLC, a Delaware limited liability company and the parent company of PhysioHealth Inc., a Delaware corporation, and the ultimate parent company of Buyer ("Parent"), and Dynamic Therapy Services LLC, a Delaware limited liability company ("Buyer"). Sellers and the Stockholders are referred to individually as a "Selling Party" and collectively as "Selling Parties." Certain terms used herein are defined in Section 7.10 hereof.

PREAMBLE

A. Sellers are engaged in the business of providing outpatient physical rehabilitation services, including physical, occupational, hand and aquatic therapy, upper extremity rehabilitation and cognitive remediation (the "Business").

B. The Stockholders collectively own 100% of the outstanding equity of the Sellers as specifically set forth on the Schedule of Stockholders.

C. Buyer and Parent (as applicable) desire to purchase from Sellers, and Sellers desire to sell, assign, transfer, convey and deliver to Buyer and Parent (as applicable), all the assets, business and operations of Sellers, together with certain obligations and liabilities relating thereto, all in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Acquired Assets.

(a) Subject to the terms of this Agreement, each Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase and acquire from each Seller free and clear of all Liens, other than Permitted Encumbrances as defined below, all right, title and interest in and to all of such Seller's rights, properties and assets of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, and wherever located) and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP (collectively, the "Acquired Assets"), including, without limitation, the following:

(i) all goodwill of the Business as a going concern;

(ii) those contracts, agreements, leases, instruments, obligations, arrangements or other understandings (whether written or oral), including amendments and supplements, modifications, and side letters or agreements relating to the Business (collectively, the "Contracts") and specifically identified in Schedule 1.1(a)(ii);

(iii) all rights in those business names (the "Business Names") set forth on Schedule 1.1(a)(iii);

(iv) all data and databases used in the conduct of the Business or within the possession and control of each Seller and relating to the Business; and

(v) all Other Acquired Assets.

[REDACTED]

3.11 Proprietary Rights.

(a) Schedule 3.11 contains a complete and correct list of all patented and registered Proprietary Rights owned by each Seller and all pending applications for patents and the registration of Proprietary Rights owned or filed by each Seller and all material unregistered Proprietary Rights owned or used by each Seller. In respect of all such patented and registered Proprietary Rights, the appropriate Seller is listed in the records of the appropriate federal, state, or foreign agency or registry as the sole owner of record for each such Proprietary Right and in respect of such unregistered Proprietary Rights owned by such Seller, such Seller is the sole owner, subject to any Permitted Encumbrances. Schedule 3.11 also contains a complete and correct list of all trade, company or Internet domain names owned, reserved, registered to, or used by each Seller, as well as all IP addresses registered to or under the direct or indirect control of each Seller. Schedule 3.11 also contains a complete and correct list of all licenses and other rights granted by each Seller to any third party, or by any third party to each Seller, in each case, with respect to Proprietary Rights (excluding, however, licenses of off-the-shelf desktop computer application software having a license fee per user of less than \$400). Except as set forth on Schedule 3.11, (i) Sellers own and possess all right, title and interest in and to, or have a valid and unrestricted right to exploit, free and clear of all Liens (other than Permitted Encumbrances), all of the Proprietary Rights used in or necessary for the conduct and operation of the Business as presently conducted and none of such Proprietary Rights has expired, been abandoned or canceled and no Seller has done or failed to do any material act or thing which may, after the Closing Date, prejudice the validity or enforceability of any of such Proprietary Rights; (ii) no claim by any third party contesting the validity, enforceability, use or ownership of any such Proprietary Rights has been made, is currently outstanding or to the knowledge of Sellers, threatened and there is no reasonable basis for any such claim; (iii) no Seller nor any of its registered agents has received or is aware of any pending or threatened claims of infringement or misappropriation of, or conflict with any Proprietary Rights of any third party; and (iv) no Seller nor the Business has infringed, misappropriated or otherwise violated any Proprietary Rights of any third parties, and no Seller or Stockholder has any knowledge of any infringement, misappropriation or conflict which will occur as a result of the continued conduct of the Business as presently conducted or as currently proposed to be conducted. To the knowledge of Sellers, no third party is infringing, misappropriating, diluting or violating the rights of any Seller in any of the Proprietary Rights.

(b) To the knowledge of Sellers, all material Proprietary Rights which have been created by any independent contractor or other third party for any Seller, other than Proprietary Rights owned by third parties and licensed to any Seller pursuant to license agreements disclosed on Schedule 3.11, are the subject of a valid and enforceable written assignment and/or work-made-for-hire agreement providing that such Seller is the owner of such Proprietary Rights. Except as set forth on Schedule 3.11, each Seller (including its predecessors) has written agreements with all of its past and present employees requiring such employees to assign all patents, patent applications, inventions and other Proprietary Rights to such Seller and waive all moral rights, as necessary to protect such Seller's ownership interest in the Proprietary Rights, and all such agreements are valid and enforceable.

(c) To the knowledge of Sellers, each Seller has taken all necessary steps to maintain the confidentiality of its client or customer lists and client or customer information, trade secrets and other Proprietary Rights. To the knowledge of each Seller and each Stockholder, (i) there has been no misappropriation of any trade secrets or other

confidential or Proprietary Rights of any Seller by any person, (ii) no employee, independent contractor or agent of any Seller has misappropriated any trade secrets of any other person in the course of such performance as an employee, independent contractor or agent and (iii) no employee, independent contractor or agent of any Seller is in material default or breach of any term of any employment agreement, non-disclosure agreement, assignment of invention agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of Proprietary Rights.

(d) To the knowledge of Sellers, the consummation of the transaction contemplated by this Agreement will not (i) alter or impair the ownership, right to use or possession by Buyer in any material way of the Proprietary Rights or (ii) result in Buyer being bound by any non-compete or other restriction on the operation of the Business or the Acquired Assets except as set forth in the Contracts.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of any other provision or any other jurisdiction and, the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

7.4 Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by such party. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

7.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

7.6 Expenses. Except as otherwise specifically provided herein, each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement. Sellers shall pay all fees incurred by Sellers and its advisors for tax and judgment lien searches and Uniform Commercial Code lien searches.

7.7 Construction. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

7.8 Headings. The subject headings of Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.9 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by any party without the prior written consent of the other parties; provided further that Buyer may assign its rights under this Agreement to (a) any Affiliate of Buyer, (b) any purchaser of all or substantially all of the assets of Buyer or (c) to lenders of Buyer as collateral security for borrowings, at any time whether prior to or following the Closing Date; and in each such case Buyer will nonetheless remain liable for all of its obligations hereunder.

7.10 Definitions. For purposes of this Agreement, the following terms have the meaning set forth below:

records, customer and supplier lists and files, preprinted materials, and other similar items in the possession or under the control of each Seller or in the possession or under the control of each such Seller's Affiliates or their representatives; (b) all rights to all telephone numbers; (c) all intangible assets of each Seller, including Proprietary Rights and other intangible assets of an intellectual property nature; (d) all payments, deposits (including security deposits) and prepaid expenses and all rights to insurance proceeds; (e) all work-in-process and finished products created by each Seller for clients of any Seller pursuant to Contracts; (f) all furnishings, furniture, fixtures, office equipment and supplies and other accessories related thereto, vehicles, art work and other tangible personal property, including, without limitation the Personal Property, in each case, wherever located and including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights of each Seller against suppliers of such materials; (g) all Permits; (h) all claims and causes of action against other Persons (regardless of whether or not such claims and causes of action have been asserted by any Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery (regardless of whether such rights are currently exercisable); (i) domain name registrations, and all IP addresses, registered to or under the direct or indirect control of any Seller; and (j) all other properties, assets and rights owned by each Seller as of the Closing Date, or in which any Seller has an interest, and which is not otherwise an Excluded Asset.

"Owned Real Property" means that certain real property owned by Dynamic Physical Therapy and Rehabilitation Center, Inc. and used by the Sellers in connection with the Business (commonly known as 24 East 10th Street, Marcus Hook, Pennsylvania 19601), together with all buildings, structures, fixtures, fittings, systems and other improvements located on such real property and all easements, privileges, licenses, rights of way, permits, riparian and other water rights, hereditaments, appurtenances and other rights pertaining to or accruing to the benefit of such owned real property (including all appurtenant rights in and to public streets, whether or not vacated).

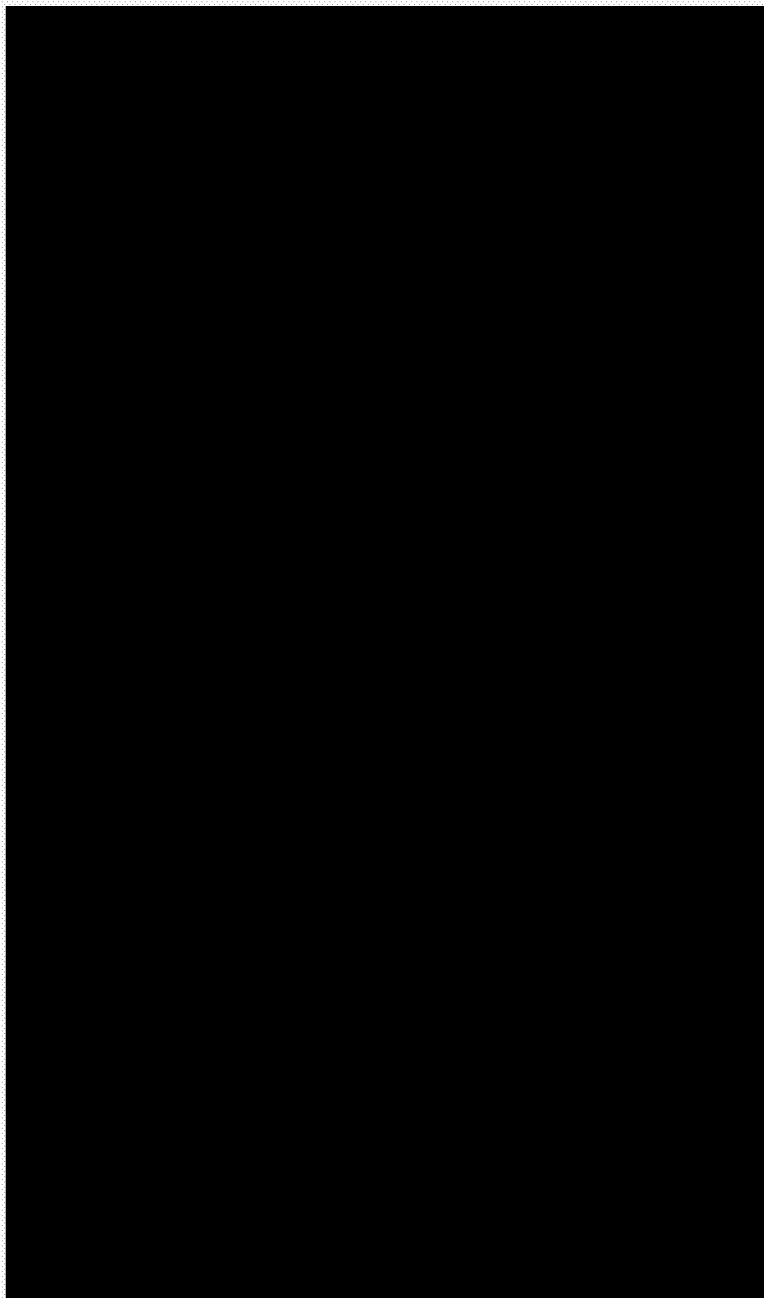
"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or government (whether Federal, state, county, city or otherwise, including, without limitation, any instrumentality, division, agency or department thereof).

"Proprietary Rights" means all rights in proprietary information and intellectual property, including without limitation all patents, patent applications, patent disclosures and patentable inventions; all trademarks, service marks, trade dress, trade names, and Internet domain names and corporate names, and similar designations of source or origin including all common law marks and the goodwill symbolized by all the foregoing; all rights of publicity and privacy; all registered and unregistered copyrights; all registrations, applications and renewals for any of the foregoing; all licenses of rights in computer software, trademarks, patents, copyrights and other intellectual property; and all trade secrets, confidential information, business methodologies, ideas, know-how, processes and techniques, inventions, research and development information, plans, improvements, proposals, technical and computer data, documentation, financial, business and marketing plans, and client, customer and supplier lists and related information.

7.20 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.



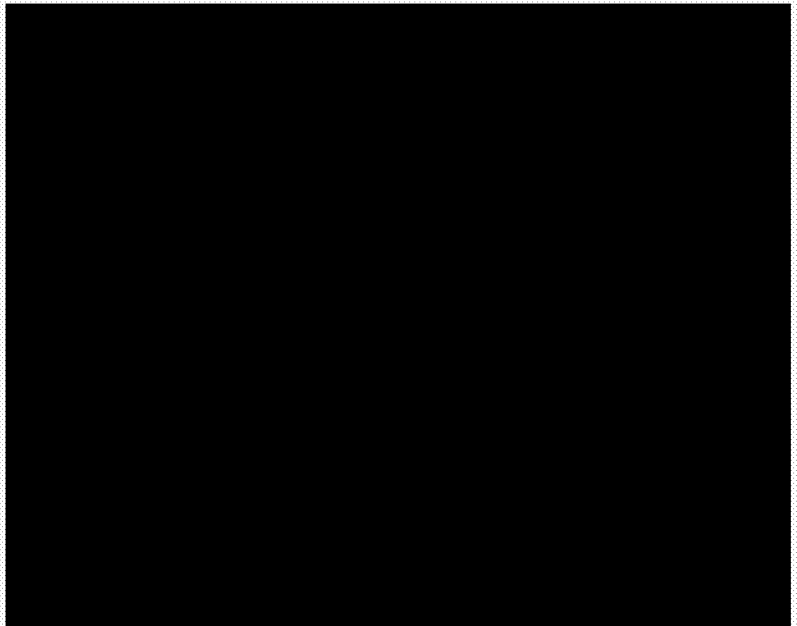
[Signatures continued on the following page]

[Signatures continued from the preceding page]



DYNAMIC PHYSICAL THERAPY AND
REHABILITATION CENTER OF BEAR,
INCORPORATED

By: Michael C. Myers
Name: Michael C. Myers
Title: President



[Signatures continued on the following page]

[Signatures continued from the preceding page]

DYNAMIC THERAPY SERVICES LLC

By:

Ross Christianson

Name:

ROSS CHRISTIANSON

Title:

VICE PRESIDENT



[End of signatures]

FINAL VERSION

DISCLOSURE SCHEDULES OF
SELLERS AND STOCKHOLDERS TO
ASSET PURCHASE AGREEMENT
DATED AS OF APRIL 7, 2006

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TRADEMARK
REEL: 005969 FRAME: 0838

SCHEDULE OF SELLERS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dynamic Physical Therapy and Rehabilitation Center of Bear, Incorporated (DE Corporation)

[REDACTED]

[REDACTED]

See attached chart of entities, as of the Closing Date, for director, officer and shareholder information.

SCHEDULE 3.11 - PROPRIETARY RIGHTS

(a) Patented and registered Proprietary Rights; licenses:

1. See Schedule of Sellers under the heading "Entity Name";

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Dynamic Physical Therapy and Rehabilitation of Bear, Inc. owns a U.S. registered trademark for "Dynamic Physical Therapy & Aquatic Rehabilitation Centers" Reg. No. 2,692,152;

[REDACTED]

[REDACTED]

[REDACTED]

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