

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SelectMark, Inc.		03/06/2017	Corporation: DELAWARE
Physiotherapy-BMI, Inc.		03/06/2017	Corporation: DELAWARE
Select Lifecare Western Michigan, LLC		03/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	Mail Code NY1-C413, 4 CMC
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11245-0001
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
<b>Registration Number:</b>	4790519	
<b>Registration Number:</b>	2624512	ARGOSY HEALTH
<b>Registration Number:</b>	1961342	ATH AMERICAN TRANSITIONAL HOSPITALS, INC
<b>Registration Number:</b>	1841102	BANYAN TREE
<b>Registration Number:</b>	3142478	BENCHMARK
<b>Registration Number:</b>	3831229	BUILDING TOMORROW'S STRENGTH TODAY
<b>Registration Number:</b>	4999752	CHIT CHAT
<b>Registration Number:</b>	3116467	DEFINING MEDICAL REHABILITATION
<b>Registration Number:</b>	1613340	
<b>Registration Number:</b>	2515033	
<b>Registration Number:</b>	4560143	
<b>Registration Number:</b>	4814888	EMPOWERING MOVEMENT AT THE SPEED OF LIFE
<b>Registration Number:</b>	4297573	GET BACK TO WHERE YOU ONCE BELONGED
<b>Registration Number:</b>	3973359	GIVING PEOPLE THEIR LIVES BACK
<b>Registration Number:</b>	3789838	GREAT LAKES SPECIALTY HOSPITAL
<b>Registration Number:</b>	3029872	INTEGRITY PHYSICAL THERAPY
<b>Registration Number:</b>	2168238	INTENSIVA HEALTHCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2168237	INTENSIVA HEALTHCARE
Registration Number:	2055344	JOYNER
Registration Number:	3694055	K KESSLER FOUNDATION
Registration Number:	1490615	K KEYSTONE REHABILITATION SYSTEMS
Registration Number:	2642651	KEEPING AMERICA ON THE JOB
Registration Number:	2225073	KESSLER
Registration Number:	3795768	KESSLER
Registration Number:	4950681	KESSLER FOUNDATION
Registration Number:	3224752	KORT KENTUCKY ORTHOPEDIC REHAB TEAM
Registration Number:	3224756	KORT THE BEST IN REHAB
Registration Number:	4322266	LET HOPE THRIVE
Registration Number:	4780966	LIVE BETTER. WORK SMARTER. PLAY HARDER.
Registration Number:	1635791	NOVACARE
Registration Number:	3602459	NOVACARE
Registration Number:	2534032	NOVACARE REHABILITATION
Registration Number:	3602465	NOVACARE REHABILITATION
Registration Number:	1861543	ON-SITE
Registration Number:	4753592	PHYSIO O&P
Registration Number:	3480454	PHYSIO@WORK
Registration Number:	3480514	PHYSIOKIDS
Registration Number:	3605292	PHYSIOLINK
Registration Number:	4799102	POWR
Registration Number:	4305737	QUALMAX
Registration Number:	3887906	READY, SELECT, GO...
Registration Number:	3973346	REGENCY HOSPITAL COMPANY
Registration Number:	1886806	REHAB PROVIDER NETWORK
Registration Number:	4652070	REHAB PROVIDER NETWORK
Registration Number:	3799521	REHABILITATION BEGINS RIGHT HERE
Registration Number:	3973348	RHC REGENCY HOSPITAL COMPANY
Registration Number:	1883158	RPN
Registration Number:	3035588	RPN
Registration Number:	4563519	SACO BAY ORTHOPAEDIC & SPORTS PHYSICAL T
Registration Number:	4799857	SACO BAY ORTHOPAEDIC & SPORTS PHYSICAL T
Registration Number:	2286100	SELECT MEDICAL
Registration Number:	2300405	SELECT MEDICAL
Registration Number:	2703942	SELECT MEDICAL REHABILITATION SERVICES
Registration Number:	4859079	SELECT MEDICAL REHABILITATION SERVICES
Registration Number:	2708695	SELECT MEDICAL REHABILITATION SERVICES

Property Type	Number	Word Mark
Registration Number:	4992899	SELECT MEDICAL REHABILITATION SERVICES
Registration Number:	3537973	SELECT PHYSICAL THERAPY
Registration Number:	3537974	SELECT PHYSICAL THERAPY
Registration Number:	3667692	SELECT REHABILITATION HOSPITAL
Registration Number:	3664889	SELECT REHABILITATION HOSPITAL
Registration Number:	2304858	SELECT SPECIALTY
Registration Number:	2985283	SELECT SPECIALTY HOSPITAL
Registration Number:	3246902	SEMPERCARE
Registration Number:	3679339	SPNET
Registration Number:	3701149	SPNET CLINICAL SOLUTIONS FOR WORKERS' CO
Registration Number:	4131901	STRENGTHEN YOUR GAME
Registration Number:	3851535	STRONGER... EVERY DAY
Registration Number:	4322255	STRONGER TOGETHER
Registration Number:	4322197	THE POWER OF PHYSICAL THERAPY
Registration Number:	3602464	THERAWORKS
Registration Number:	4009237	WEST GABLES REHABILITATION HOSPITAL
Registration Number:	4009235	WEST GABLES REHABILITATION HOSPITAL
Registration Number:	4544925	WORK INSPIRED
Registration Number:	2728883	WORKSTRATEGIES

#### 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 & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/09/2017

#### Total Attachments: 9

source=09. Select - Trademark Security Agreement (Executed)#page1.tif  
source=09. Select - Trademark Security Agreement (Executed)#page2.tif  
source=09. Select - Trademark Security Agreement (Executed)#page3.tif  
source=09. Select - Trademark Security Agreement (Executed)#page4.tif  
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### 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):**

- 1. SelectMark, Inc.
- 2. Physiotherapy-BMI, Inc.
- 3. Select Lifecare Western Michigan, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. Corp.-DE; 2. Corp.-DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 6, 2017

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

See Schedule I

B. Trademark Registration No.(s)

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:**

74

**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

March 6, 2017

Date

Elaine Carrera

Name of Person Signing

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

9

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

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of March 6, 2017, by and among SelectMark, Inc., a Delaware corporation, and Physiotherapy-BMI, Inc., an Alabama corporation (collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 6, 2017 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein), the Lenders party thereto and the Collateral Agent. The Lenders have agreed to extend credit to Select Medical Corporation, a Delaware corporation (the "Borrower") subject to the terms and conditions set forth in the Credit Agreement dated as of March 6, 2017 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 payment or performance, as the case may be, in full of the Obligations, the Grantors, pursuant to the Security Agreement, hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (d) all proceeds, income, royalties and other payments now or hereafter due and payable to each Grantor with respect to the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark 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. Termination. Upon the Payment In Full of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

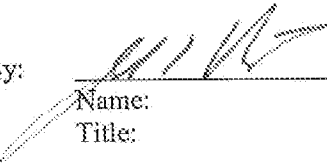
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

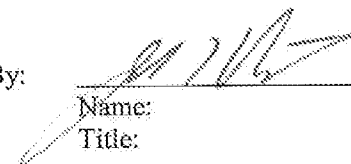
[signature page follows]

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

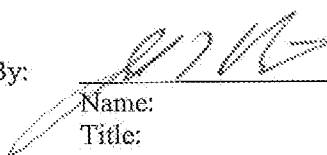
SELECTMARK, INC.

By:   
Name:  
Title:

PHYSIOTHERAPY-BMI, INC.

By:   
Name:  
Title:

SELECT LIFECARE WESTERN MICHIGAN, LLC

By:   
Name:  
Title:



JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:   
Name: Dawn Lee Lum  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006013 FRAME: 0376**

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

TRADEMARK	REG#/SERIAL #	I/C	OWNER	REGDATE/FILEDATE
[PHYSIO TRIANGLES DESIGN] ]Design Only	4790519/ 86494995	44	SelectMark, Inc.	8/11/2015 1/5/2015
ARGOSY HEALTH	2624512/ 76303533	42	SelectMark, Inc.	9/24/2002 8/23/2001
ATH AMERICAN TRANSITIONAL HOSPITALS, INC. and Design	1961342/ 74491290	42	SelectMark, Inc.	3/12/1996 2/16/1994
BANYAN TREE	1841102/ 74295827	42	SelectMark, Inc.	6/21/1994 7/20/1992
Benchmark	3142478/ 76336826	40, 44	Physiotherapy-BMI, Inc.	9/12/2006 11/13/2001
BUILDING TOMORROW'S STRENGTH TODAY	3831229/ 77900529	44	SelectMark, Inc.	8/10/2010 12/23/2009
CHIT CHAT	4999752/ 86640456	41, 42	SelectMark, Inc.	7/12/2016 5/25/2015
DEFINING MEDICAL REHABILITATION	3116467/ 78567752	40, 44	SelectMark, Inc.	7/18/2006 2/15/2005
Design Only [Dove logo]	1613340/ 73823098	42	SelectMark, Inc.	9/11/1990 9/5/1989
Design Only [Dove logo]	2515033/ 76187319	42	SelectMark, Inc.	12/4/2001 12/27/2000
Design Only [Dove logo]	4560143/ 86122847	41, 44	SelectMark, Inc.	7/1/2014 11/19/2013
Empowering Movement At The Speed of Life	4814888/ 86534160	44	SelectMark, Inc.	9/15/2015 2/13/2015
GET BACK TO WHERE YOU ONCE BELONGED	4297573/ 85617203	44	SelectMark, Inc.	3/5/2013 5/4/2012
GIVING PEOPLE THEIR LIVES BACK	3973359/ 85122809	44	SelectMark, Inc.	6/7/2011 9/3/2010
GREAT LAKES SPECIALTY HOSPITAL	3789838/ 77823464	44	Select LifeCare Western Michigan, LLC	5/8/2010 9/10/2009
Integrity Physical Therapy (Chicago logo)	3029872/ 76576080	44	SelectMark, Inc.	12/13/2005 2/11/2004
INTENSIVA HEALTHCARE	2168238/ 75140661	42	SelectMark, Inc.	6/23/1998 7/26/1996

Schedule I-1

INTENSIVA HEALTHCARE and Design	2168237/ 75140588	42	SelectMark, Inc.	6/23/1998 7/26/1996
JOYNER and Design	2055344/ 75117940	42	SelectMark, Inc.	4/22/1997 6/12/1996
K KESSLER FOUNDATION (stylized)	3694055/ 77622134	36, 41, 42	SelectMark, Inc.	10/06/2009 11/26/2008
K Keystone Rehabilitation Systems	1490615/ 73672184	42	SelectMark, Inc.	5/31/1988 7/15/1987
KEEPING AMERICA ON THE JOB	2642651/ 76348726	41, 42	SelectMark, Inc.	10/29/2002 12/13/2001
KESSLER	2225073/ 75283834	42	SelectMark, Inc.	2/23/1999 4/30/1997
KESSLER	3795768/ 7784777	41, 42, 44	SelectMark, Inc.	6/1/2010 10/13/2009
KESSLER FOUNDATION	4950681/ 86722984	35, 41, 42	SelectMark, Inc.	5/3/2016 8/12/2015
KORT KENTUCKY ORTHOPEDIC REHAB TEAM (& Design)	3224752/ 78856056	44, 45	SelectMark, Inc.	4/3/2007 4/6/2006
KORT THE BEST IN REHAB	3224756/ 78856482	44, 45	SelectMark, Inc.	4/3/2007 4/7/2006
LET HOPE THRIVE	4322266/ 85699930	44	SelectMark, Inc.	4/16/2013 8/9/2012
Live Better. Work Smarter. Play Harder.	4780966/ 86456343	44	SelectMark, Inc.	7/28/2015 11/17/2014
NOVACARE	1635791/ 73823099	42	SelectMark, Inc.	2/19/1991 9/5/1989
NOVACARE	3602459/ 77593466	41, 44	SelectMark, Inc.	4/7/2009 10/15/2008
NOVACARE REHABILITATION and Design	2534032/ 76187318	42	SelectMark, Inc.	1/29/2002 12/27/2000
NOVACARE REHABILITATION and Design	3602465/ 77595838	41, 44	SelectMark, Inc.	4/7/2009 10/20/2008
ONSITE (stylized)	1861543/ 74410242	42	SelectMark, Inc.	11/1/1994 7/6/1993
Physio O&P	4753592/ 86456372	44	SelectMark, Inc.	6/9/2015 11/17/2014
Physio@Work	3480454/ 77367490	44	SelectMark, Inc.	8/5/2008 1/9/2008
PhysioKids	3480514/ 77367490	44	SelectMark, Inc.	8/5/2008

	77377028			1/22/2008
PhysioLink	3605292/ 77471823	35 + 44	SelectMark, Inc.	4/14/2009 5/12/2008
POWR	4799102/ 86498107	44	SelectMark, Inc.	8/25/2015 1/8/2015
QUALMAX	4305737/ 85228553	42	SelectMark, Inc.	03/19/2013 1/28/2011
READY, SELECT, GO...	3887906/ 77922504	35	SelectMark, Inc.	12/7/2010 1/28/2010
REGENCY HOSPITAL COMPANY	3973346/ 85121577	44	SelectMark, Inc.	6/7/2011 9/2/2010
REHAB PROVIDER NETWORK	1886806/ 74390192	36	SelectMark, Inc.	3/28/1995 5/12/1993
REHAB PROVIDER NETWORK	4652070/ 86242539	36, 44	SelectMark, Inc.	12/9/2014 4/4/2014
REHABILITATION BEGINS RIGHT HERE	3799521/ 77882633	44	SelectMark, Inc.	6/8/2010 11/30/2009
RHC REGENCY HOSPITAL COMPANY and Design	3973348/ 85121858	44	SelectMark, Inc.	06/07/2011 9/2/2010
RPN	1883158/ 74390373	42	SelectMark, Inc.	3/7/1995 5/12/1993
RPN	3035588/ 78514379	36	SelectMark, Inc.	12/27/2005 11/10/2004
SACO BAY ORTHOPADIC & SPORTS PHYSICAL THERAPY	4563519/ 86120517	44	SelectMark, Inc.	7/8/2014 11/15/2013
SACO BAY ORTHOPADIC & SPORTS PHYSICAL THERAPY (& Design)	4799857/ 86579043	44	SelectMark, Inc.	8/25/2015 3/27/2015
SELECT MEDICAL	2286100/ 75300793	42	SelectMark, Inc.	10/12/1999 5/30/1997
SELECT MEDICAL and Design	2300405/ 75300792	42	SelectMark, Inc.	12/14/1999 5/30/1997
SELECT MEDICAL REHABILITATION SERVICES	2703942/ 76335669	41, 42	SelectMark, Inc.	4/8/2003 11/8/2001
SELECT MEDICAL REHABILITATION SERVICES	4859079/ 86601799	35, 42	SelectMark, Inc.	11/24/2015 4/17/2015
SELECT MEDICAL REHABILITATION SERVICES and Design	2708695/ 76335641	41, 42	SelectMark, Inc.	4/22/2003 11/8/2001
SELECT MEDICAL	4992899/ 76335641	35,	SelectMark, Inc.	1/5/2016

REHABILITATION SERVICES and Design	86816256	42		11/11/2015
SELECT PHYSICAL THERAPY	3537973/ 77204244	41, 44	SelectMark, Inc.	11/25/2008 6/12/2007
SELECT PHYSICAL THERAPY and Design	3537974/ 77204269	41, 44	SelectMark, Inc.	11/25/2008 6/12/2007
SELECT REHABILITATION HOSPITAL	3667692/ 77553579	44	SelectMark, Inc.	8/11/2009 8/22/2008
SELECT REHABILITATION HOSPITAL and Design	3664889/ 77553696	44	SelectMark, Inc.	8/4/2009 8/22/2008
SELECT SPECIALTY	2304858/ 75501492	42	SelectMark, Inc.	12/28/1999 6/23/1998
SELECT SPECIALTY HOSPITAL and Design	2985283/ 78410450	44	SelectMark, Inc.	8/16/2005 4/29/2004
SEMPERCARE and Design	3246902/ 78857567	44	SelectMark, Inc.	5/29/2007 4/10/2006
SPNET	3679339/ 77675080	35	SelectMark, Inc.	9/8/2009 2/20/2009
SPNET CLINICAL SOLUTIONS FOR WORKERS' COMPENSATION and Design	3701149/ 77675062	35	SelectMark, Inc.	10/27/2009 2/20/2009
Strengthen Your Game	4131901/ 85407758	41 + 44	SelectMark, Inc.	4/24/2012 8/25/2011
STRONGER...EVERY DAY	3851535/ 77862946	44	SelectMark, Inc.	9/21/2010 11/02/2009
STRONGER TOGETHER	4322255/ 85685428	44	SelectMark, Inc.	4/16/2013 7/24/2012
THE POWER OF PHYSICAL THERAPY	4322197 85637004	44	SelectMark, Inc.	4/15/2013 5/29/2012
THERAWORKS and Design	3602464/ 77595812	44	SelectMark, Inc.	4/7/2009 10/20/2008
WEST GABLES REHABILITATION HOSPITAL	4009237/ 85212283	44	SelectMark, Inc.	8/9/2011 1/6/2011
WEST GABLES REHABILITATION HOSPITAL and Design	4009235/ 85212209	44	SelectMark, Inc.	8/9/2011 1/6/2011
WORK INSPIRED	4544925/ 85921252	35	SelectMark, Inc.	6/3/2014 5/2/2013
WORKSTRATEGIES	2728883/ 76418049	42	SelectMark, Inc.	6/24/2003 6/7/2002