

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AGILITAS USA, INC.		04/21/2017	Corporation: ILLINOIS
INSTITUTE OF ADVANCED MUSCULOSKELETAL TREATMENTS LLC		04/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, AS AGENT		
<b>Street Address:</b>	150 S. WACKER DRIVE		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3211890	RESULTS PHYSIOTHERAPY	
<b>Registration Number:</b>	3211885	RESULTS PHYSIOTHERAPY	
<b>Registration Number:</b>	4758554	IAMT BE YOUR BEST INSTITUTE OF ADVANCED	
<b>Serial Number:</b>	87275285	MOMMY BOUNCE BACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King and Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	24080.015001		
<b>NAME OF SUBMITTER:</b>	/s/ Mia Ramic		
<b>SIGNATURE:</b>	/s/ Mia Ramic		
<b>DATE SIGNED:</b>	04/21/2017		

OP \$115.00 3211890

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor”, and collectively, the “Grantors”), in favor of Golub Capital LLC (“Golub”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 21, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

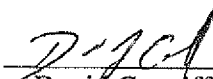
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

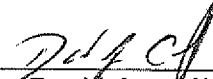
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGILITAS USA, INC.,  
as Grantor

By:   
Name: David Canniff  
Title: Treasurer

INSTITUTE OF ADVANCED  
MUSCULOSKELETAL TREATMENTS LLC,  
as Grantor

By: Agilitas USA, Inc., its sole member

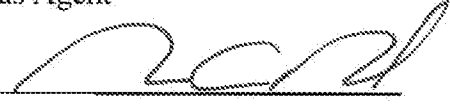
By:   
Name: David Canniff  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006039 FRAME: 0343**

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL LLC,  
as Agent

By: 

Name: Marc C. Robinson  
Title: Managing Director



{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 006039 FRAME: 0344**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Owner	Registration Number	Registration Date	Trademark
Agilitas USA, Inc.	3211890	February 20, 2007	RESULTS PHYSIOTHERAPY and Design 
Agilitas USA, Inc.	3211885	February 20, 2007	RESULTS PHYSIOTHERAPY
Institute of Advanced Musculoskeletal Treatments LLC	4758554	June 23, 2015	IAMT BE YOUR BEST INSTITUTE OF ADVANCED MUSCULOSKELETAL TREATMENTS and Design 

TRADEMARK APPLICATIONS

Owner	Application Number	Application Date	Trademark
Agilitas USA, Inc.	87275285	December 20, 2016	MOMMY BOUNCE BACK

IP LICENSES

None.