

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEDIATRIC THERAPY SERVICES, LLC		06/01/2017	Limited Liability Company:
MYTHERAPYCOMPANY LLC		06/01/2017	Limited Liability Company:
CUMBERLAND THERAPY SERVICES, LLC		06/01/2017	Limited Liability Company:
ALPHAVISTA HOLDINGS, INC.		06/01/2017	Corporation:
ALPHAVISTA SERVICES INC.		06/01/2017	Corporation:
101 THERAPY STAFFING, INC.		06/01/2017	Corporation:
MYTHERAPYCOMPANY SPED, LLC		06/01/2017	Limited Liability Company:
STAFFING OPTIONS & SOLUTIONS, LLC		06/01/2017	Limited Liability Company:
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3378136	ALPHAVISTA	
Registration Number:	3996517	CAREK12	
Registration Number:	4046824	CEEK12	
Serial Number:	87130185	STEPPING STONES	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ahesla@duanemorris.com
Correspondent Name: BRIAN KERWIN
Address Line 1: 190 S. LASALLE STREET, SUITE 3700
Address Line 2: DUANE MORRIS LLP
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	G1198-00006
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NAME OF SUBMITTER:	Brian Kerwin
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SIGNATURE:	/s/Brian Kerwin
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DATE SIGNED:	06/01/2017
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Total Attachments: 9

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**AMENDED AND RESTATED CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of June 1, 2017, is made by **PEDIATRIC THERAPY SERVICES, LLC**, a Delaware limited liability company (“**PTS**”), **MYTHERAPYCOMPANY LLC**, a Delaware limited liability company (“**MTC**”), **CUMBERLAND THERAPY SERVICES, LLC**, a Delaware limited liability company (“**CTS**”), **ALPHAVISTA HOLDINGS, INC.**, a Delaware corporation (“**AlphaVista Holdings**”), **ALPHAVISTA SERVICES INC.**, a Delaware corporation (“**AlphaVista**”), **101 THERAPY STAFFING, INC.**, a Delaware corporation (“**101 Staffing**”), **MYTHERAPYCOMPANY SPED, LLC**, a Delaware limited liability company (“**MTC SPED**”) and **STAFFING OPTIONS & SOLUTIONS, LLC**, an Indiana limited liability company (“**SOS**”; together with PTS, MTC, CTS, AlphaVista Holdings, AlphaVista, 101 Staffing and MTC SPED, 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 Amended and Restated Loan and Security Agreement and Guaranty dated as of even date herewith (as 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, PTS, MTC, CTS, AlphaVista Holdings, AlphaVista, 101 Staffing (individually and collectively, “**Original Borrower**”) and Wintrust Bank, as lender, are party to that certain Confirmatory Grant of Security Interest in Intellectual Property dated as of June 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Original Confirmatory Grant**”), and the parties hereto desire to amend and restate such Original Confirmatory Grant;

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.

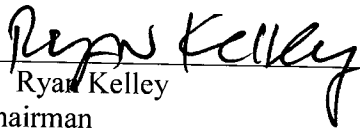
10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED 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).

11. Amendment and Restatement of Original Confirmatory Grant. On the date hereof (the “**Restatement Date**”), the Original Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the “Obligations” (as defined in the Original Confirmatory Grant) under the Original Confirmatory Grant as in effect prior to the Restatement Date; and (b) such “Obligations” are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Loan Agreement. Without limitation of the foregoing, Original Borrower hereby fully and unconditionally ratifies and affirms the Original Confirmatory Grant, as amended, and agrees that all security interests and other liens granted to Lender in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Lender. Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of Original Borrower contained in the Original Confirmatory Grant, Original Borrower acknowledges and agrees that any choses in action or other rights created in favor of Lender and its successors and assigns arising out of the representations and warranties of Original Borrower contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Lender. All indemnification obligations of Original Borrower pursuant to the Original Confirmatory Grant shall survive the amendment and restatement of the Original Confirmatory Grant pursuant to this Confirmatory Grant.

[Signature Pages Follow]

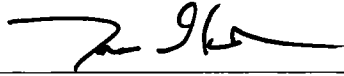
IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

**PEDIATRIC THERAPY SERVICES, LLC
MYTHERAPYCOMPANY LLC
CUMBERLAND THERAPY SERVICES, LLC
ALPHAVISTA SERVICES INC.
101 THERAPY STAFFING, INC.
ALPHAVISTA HOLDINGS, INC.
MYTHERAPYCOMPANY SPED, LLC
STAFFING OPTIONS & SOLUTIONS, LLC**

By: 
Name: Ryan Kelley
Its: Chairman

Agreed and Accepted:

WINTRUST BANK

By:  _____

Name: Jason Girardin

Its: Vice President

EXHIBIT A

PATENTS

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	<u>ALPHAVISTA</u>	77199168 (June 6, 2007)	3378136 (February 5, 2008)	Federal
	<u>CAREK12</u>	85125519 (September 9, 2010)	3996517 (July 19, 2011)	Federal
	<u>CEEK12</u>	85166708 (November 2, 2010)	4046824 (October 25, 2011)	Federal
Pediatric Therapy Services, LLC	<u>STEPPING STONES</u>	87130185 (August 8, 2016)	N/A	Federal
Other Borrowers	None.			

EXHIBIT C
COPYRIGHTS

None.