

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PT Compliance Group, LLC		03/03/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PTCG, LLC		
Street Address:	c/o Pivot Physical Therapy		
Internal Address:	501 Fairmount Avenue, Suite 302		
City:	Towson		
State/Country:	MARYLAND		
Postal Code:	21286		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4195815	CHARTSAFE	
Registration Number:	4223000	COMPLIANCE IN A BOX	
Serial Number:	87247181	COMPLIANCE IN A BOX	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	jbraibanti@paulweiss.com, dewilliams@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Jill C. Braibanti		
Address Line 1:	Paul, Weiss, Rifkind, Wharton & Garrison		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	020712-00017		
NAME OF SUBMITTER:	Jill C. Braibanti		
SIGNATURE:	/Jill C. Braibanti/		
DATE SIGNED:	09/25/2017		
Total Attachments: 6	source=PTCG TM Assignment#page1.tif		

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 3, 2017, is made by and between PT Compliance Group, LLC, a Pennsylvania limited liability company ("Assignor") and PTCG, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, the Assignee, ProCare Physical Therapy, LLC, Pivot Physical Therapy of Pennsylvania, LLC, ProCare Holdings, Inc., Matthew S. Dewing, Todd W. Kramer and, solely for purposes of Section 9.26 therein, PT Network, LLC, entered into that certain Asset Purchase Agreement, dated as of March 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (e) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. Ownership; No Challenge. The Assignor hereby acknowledges and agrees that, from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks. The Assignor acknowledges that all rights accruing from the Assignor's use of any Trademarks prior to its assignment to the Assignee pursuant to Section 1 hereof, and any goodwill resulting from such uses, shall inure to the benefit of the Assignee and that the Assignee is the owner of all enhancements in value attached or which may become attached to such Trademarks after the date hereof. Without limiting the foregoing, the

Assignor shall not, directly or indirectly, use or register any Trademarks or similar intellectual property thereto or that would constitute an infringement of the Trademarks. The Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, (b) the Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

Section 3. Further Assurances. The Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents, and take all further actions, requested by the Assignee to perfect, protect, secure or more fully evidence the Assignee's and its successors or assignees' respective right, title and interest in, to and under the Trademarks, or to enable the Assignee and/or its successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby and executing and delivering any other forms of assignment reasonably requested by Assignee to record evidence of the transfer of the Trademarks in any jurisdiction anywhere throughout the world.

Section 4. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee as its true and lawful attorney, with full power of substitution, in the Assignor's name, but on behalf of and for the benefit of the Assignee to: (a) carry out the terms of this Agreement and to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, (b) demand and receive from time to time any and all of the Trademarks and to make endorsements and give receipts and releases for and in respect of the same and any part thereof, (c) institute, prosecute, compromise and settle any and all actions or proceedings that the Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Trademarks, and (d) defend or compromise any or all actions or proceedings in respect of any of the Trademarks. The Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by the Assignor in any manner or for any reason.

Section 5. Applicable Law, Jurisdiction and Venue. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions therein. The parties hereto further agree and consent that jurisdiction and venue for any action brought related to or arising out of this Agreement shall be the Chancery Court of the State of Delaware, and if the Chancery Court of the State of Delaware denies jurisdiction (each party hereby agreeing not to challenge the jurisdiction of the Chancery Court of the State of Delaware or appropriateness of such venue) then the other state courts or the Federal courts located in the State of Delaware.

Section 6. Entire Agreement. This Agreement, together with the Purchase Agreement, including all schedules and exhibits hereto and thereto, constitute the entire

agreement of the parties and supersedes any and all prior agreements between them relating to the subject matter hereof and may not be amended except in writing signed by the party to be bound. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. Waiver of any term or condition of this Agreement by any party hereto shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 7. Counterparts. This Agreement may be signed in counterparts, none of which shall be deemed to be binding unless and until all parties have signed this Agreement. Facsimile or portable document format (PDF) signatures shall be treated as original signatures for all purposes hereunder.

[No Further Text on This Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

PT COMPLIANCE GROUP, LLC

By: 

Name: MATTHEW S DEVINE

Title: MANAGER

ASSIGNEE:

PTCG, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

PT COMPLIANCE GROUP, LLC

By: _____
Name:
Title:

ASSIGNEE:

PTCG, LLC

By:  _____
Name: Harris Thompson
Title: Chief Executive Officer and Secretary

Trademark Registrations

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
CHARTSAFE	US Federal	85382735 27-JUL-2011	4195815 21-AUG-2012	42	PT Compliance Group, LLC
COMPLIANCE IN A BOX	US Federal	85382743 27-JUL-2011	4223000 09-OCT-2012	16 35	PT Compliance Group, LLC
COMPLIANCE IN A BOX	US Federal	87247181 23-NOV-2016	N/A	9 16 35	PT Compliance Group, LLC

Unregistered Trademarks

PT COMPLIANCE GROUP

