

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PT NETWORK, LLC		10/12/2017	Corporation: DELAWARE
DYNAMIC THERAPY SERVICES LLC		10/12/2017	Corporation: DELAWARE
PTCG, LLC		10/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, as administrative agent		
Street Address:	590 Madison Avenue, 15th Floor		
Internal Address:	Attn: Administrative Operations		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4678269	PIVOT SPORTS MEDICINE	
Registration Number:	4678268	PIVOT PHYSICAL THERAPY	
Registration Number:	2692152	DYNAMIC PHYSICAL THERAPY & AQUATIC REHAB	
Registration Number:	4195815	CHARTSAFE	
Registration Number:	4223000	COMPLIANCE IN A BOX	
Registration Number:	5232502	COMPLIANCE IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	BROWN RUDNICK LLP		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28228/22		

CH \$165.00 4678269

NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/MARK S. LEONARDO/
DATE SIGNED:	10/12/2017
Total Attachments: 6 source=PennantPark_PTN - Trademark Security Agreement [Executed]#page1.tif source=PennantPark_PTN - Trademark Security Agreement [Executed]#page2.tif source=PennantPark_PTN - Trademark Security Agreement [Executed]#page3.tif source=PennantPark_PTN - Trademark Security Agreement [Executed]#page4.tif source=PennantPark_PTN - Trademark Security Agreement [Executed]#page5.tif source=PennantPark_PTN - Trademark Security Agreement [Executed]#page6.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT (AS DEFINED BELOW), AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 12, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG FREEPORT FINANCIAL PARTNERS LLC, AS THE FIRST LIEN AGENT, AND PENNANTPARK LOAN AGENCY SERVICING, LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT (AS DEFINED BELOW), THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2017, is made by PT Network, LLC, Dynamic Therapy Services LLC and PTCG, LLC (each a "Grantor" and together, "Grantors"), in favor of PennantPark Loan Agency Servicing, LLC ("PennantPark"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 12, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, PT Intermediate Network Holdings, LLC, the other Loan Parties and the Lenders from time to time party thereto and PennantPark, as Agent for the Secured Parties, the Lenders 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 have agreed, pursuant to a Guaranty and Security Agreement dated as of October 12, 2017 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations of the Borrower; and

WHEREAS, Each Grantor is party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Each Grantor hereby agrees

with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

Section 2. 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, each other Grantor and each other Loan Party, 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 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 and excluding any Excluded Property;

(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.

Section 3. 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 and which shall govern in the event of a conflict with the terms hereof.

Section 4. Liability. Neither Agent nor any Lender shall assume any responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original,

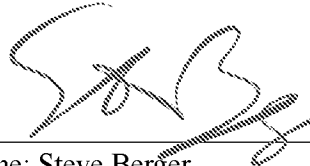
but all of which counterparts together shall constitute but one in the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York without regard to its conflicts of laws principles.

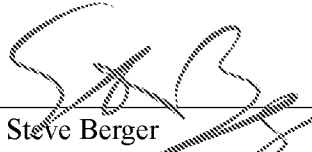
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

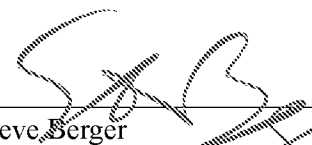
PT NETWORK, LLC, as Grantor

By: 
Name: Steve Berger
Title: Chief Financial Officer

**DYNAMIC THERAPY SERVICES
LLC, as Grantor**

By: 
Name: Steve Berger
Title: Chief Financial Officer

PTCG, LLC, as Grantor

By: 
Name: Steve Berger
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK LOAN AGENCY SERVICING, LLC as Agent

By: 
Name: Arthur H. Penn
Title: Chief Executive Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
PIVOT SPORTS MEDICINE	United States	86299204 06/03/2014	4678269 01/27/2015	PT Network, LLC	Registered
PIVOT PHYSICAL THERAPY	United States	86299181 06/03/2014	4678268 01/27/2015	PT Network, LLC	Registered
	United States	76199031 01/24/2001	2692152 03/04/2003	Dynamic Therapy Services LLC	Registered
CHARTSAFE	United States	85382735 07/27/2011	4195815 08/21/2012	PTCG, LLC	Registered
COMPLIANCE IN A BOX	United States	85382743 07/27/2011	4223000 10/09/2012	PTCG, LLC	Registered
COMPLIANCE IN A BOX	United States	87247181 11/23/2016	5232502 06/27/2017	PTCG, LLC	Registered

2. TRADEMARK APPLICATIONS

None.