

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456897

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Benchmark Rehabilitation Partners, LLC		01/03/2018	Limited Liability Company:
SERC Rehabilitation Partners, LLC		01/03/2018	Corporation: DELAWARE
Physical Therapy and Hand Specialists, LLC		01/03/2018	Limited Liability Company: DELAWARE
Therapy Direct, LLC		01/03/2018	Limited Liability Company: DELAWARE
Drayer Physical Therapy Institute, LLC		01/03/2018	Limited Liability Company: PENNSYLVANIA
Integrity Rehab Group, Inc.		01/03/2018	Corporation: KENTUCKY
Preferred Therapy Providers, Inc.		01/03/2018	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Ally Bank
<b>Street Address:</b>	300 Park Avenue
<b>Internal Address:</b>	4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Private Bank: UTAH

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3295969	BENCHMARK
<b>Registration Number:</b>	4445886	BENCHMARK
<b>Registration Number:</b>	2292507	SERC
<b>Registration Number:</b>	4413222	PRIVATE PRACTICE SPOKEN HERE
<b>Registration Number:</b>	4082232	DRAYER
<b>Registration Number:</b>	4678144	DRAYER PHYSICAL THERAPY INSTITUTE
<b>Registration Number:</b>	4065927	DRAYER PHYSICAL THERAPY INSTITUTE
<b>Registration Number:</b>	4028464	DRAYER WORKS

OP \$465.00 3295969

Property Type	Number	Word Mark
Registration Number:	4069913	DRAYER WORKS INDUSTRIAL REHABILITATION C
Registration Number:	4107535	LEADING THE WAY TO GOOD HEALTH
Registration Number:	5358363	BENCHMARK REHAB INSTITUTE
Registration Number:	5358364	BENCHMARK REHAB INSTITUTE INSPIRE & EMPO
Registration Number:	3108973	DRAYER PHYSICAL THERAPY INSTITUTE
Registration Number:	5284039	THERAPY DIRECT
Registration Number:	3371033	THERAPY DIRECT
Serial Number:	87419109	INTEGRITY REHAB GROUP
Serial Number:	87419122	POWER GAUGE
Serial Number:	87541479	ELITE

**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:** james.murray@wolterskluwer.com

**Correspondent Name:** Jim Murray

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Stephen Grove
<b>SIGNATURE:</b>	/Stephen Grove/
<b>DATE SIGNED:</b>	01/04/2018

**Total Attachments: 9**  
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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):**

Benchmark Rehabilitation Partners, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 3, 2018

- 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: Ally Bank

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA                              Zip: 10022

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other Private Bank      Citizenship Utah

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)  
See Schedule I attached to the Amended and Restated Trademark Security Agreement

B. Trademark Registration No.(s)  
See Schedule I to the attached Amended and Restated Trademark Security Agreement

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Schedule I attached to the Amended and Restated Trademark Security Agreement

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Chapman and Cutler LLP

Internal Address: Attn: Jenny Lee

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York                              Zip: 10020

Phone Number: (212) 655-2553

Fax Number: (212) 655-3353

Email Address: jennylee@chapman.com

**6. Total number of applications and registrations involved:** 19

**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:** \_\_\_\_\_



Signature

01/04/2018

Date

Stephen Grove

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 Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ADDITIONAL CONVEYING PARTIES**

**SERC Rehabilitation Partners, LLC**

Type: Limited liability company

Citizenship: Delaware

**Physical Therapy and Hand Specialists, LLC**

Type: Limited liability company

Citizenship: Delaware

**Therapy Direct, LLC**

Type: Limited liability company

Citizenship: Delaware

**Drayer Physical Therapy Institute, LLC**

Type: Limited liability company

Citizenship: Pennsylvania

**Integrity Rehab Group, Inc.**

Type: Corporation

Citizenship: Kentucky

**Preferred Therapy Providers, Inc.**

Type: Corporation

Citizenship: California

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 3, 2018, is made by the undersigned parties signatory hereto as Grantors (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a "Grantor" and collectively, the "Grantors"), in favor of **ALLY BANK** ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

## WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among **UPSTREAM INTERMEDIATE, LLC** ("Upstream Intermediate"), each of the Persons set forth on Schedule 4.27(A), Schedule 4.27(B) and Schedule 4.27(C) thereto (such Persons together with Upstream Intermediate, individually and collectively, "Borrower"), **UPSTREAM GUARANTOR, LLC**, a Delaware limited liability company ("Holdings"), and any other Guarantor from time to time a party thereto or otherwise guaranteeing all or any part of the Obligations (together with Holdings, individually and collectively, "Guarantor"), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a "Lender" and collectively "Lenders") and Ally, for itself as a Lender, as Agent, as Joint Lead Arranger and Joint Bookrunner, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to 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 Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders 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, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (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. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 4. 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 subject to a security interest hereunder.

**Section 5. Counterparts.** This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 6. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**Section 7. Amendment and Restatement.** This Agreement shall become effective on the Closing Date and amends, restates and replaces in its entirety that certain Trademark Security Agreement, dated as of December 15, 2015, by the parties signatory thereto in favor of Ally, as agent, (the "Existing Trademark Agreement"), as of the Closing Date. From and after the Closing Date all references made to the Existing Trademark Agreement in any Loan Document or in any other instrument or document shall, without further action, be deemed to refer to this Agreement. Each of the parties hereto acknowledges and agrees that this Agreement amends, restates and replaces the Existing Trademark Agreement and this Agreement does not constitute or operate as a novation or an accord and satisfaction of the Existing Trademark Agreement or the obligations and liabilities of the Grantors evidenced or provided for thereunder. For the avoidance of doubt, the grant of security interest in the Trademark Collateral in favor of the Agent under Section 2 of the Agreement continues in full force and effect as amended and restated herein in its entirety, and the grant of security interest language in Section 2 of this Agreement documents the continuation of the grant previously made under Section 2 of the Existing Trademark Agreement (and not a new grant of security interest, except in the case of any Grantor not party to the Existing Trademark Agreement).

[Signature pages follow]

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

**GRANTORS:**

**BENCHMARK REHABILITATION PARTNERS, LLC**

By: Upstream Rehabilitation Inc.,  
as Manager

By: 

Name: Bryan Barganier  
Title: Chief Financial Officer

**SERC REHABILITATION PARTNERS, LLC**

By: Benchmark Premier Partners, LLC, as Manager

By: Upstream Rehabilitation Inc., its  
Manager

By: 

Name: Bryan Barganier  
Title: Chief Financial Officer

**PHYSICAL THERAPY AND HAND SPECIALISTS, LLC**

By: Benchmark East Partners, LLC, as Manager

By: ~~Upstream Rehabilitation Inc., its~~ Manager

By: 

Name: Bryan Barganier  
Title: Chief Financial Officer

**THERAPY DIRECT, LLC**

By: Benchmark Growth Partners, LLC, as Manager

By: Upstream Rehabilitation Inc., its Manager

By: 

Name: Bryan Barganier  
Title: Chief Financial Officer

**DRAYER PHYSICAL THERAPY INSTITUTE, LLC  
INTEGRITY REHAB GROUP, INC.  
PREFERRED THERAPY PROVIDERS, INC.**

By 

Name: Bryan Berganier

Title: Chief Financial Officer

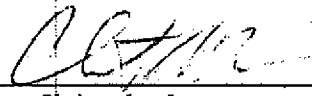
SIGNATURE PAGE  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

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**ACCEPTED AND AGREED**  
as of the date first above written:

**ALLY BANK**, as Agent

By   
Name: Christopher Lee  
Title: Authorized Signatory

SIGNATURE PAGE  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006243 FRAME: 0594**

**SCHEDULE I  
TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

1. REGISTERED TRADEMARKS

Title	Owner	Filing Jurisdiction	Registration Date	Reg. Number
BENCHMARK	Benchmark Rehabilitation Partners, LLC	USPTO	September 25, 2007	3,295,969
BENCHMARK	Benchmark Rehabilitation Partners, LLC	USPTO	December 10, 2013	4,445,886
SERC	SERC Rehabilitation Partners, LLC	USPTO	November 16, 1999	2292507
PRIVATE PRACTICE SPOKEN HERE	Preferred Therapy Providers, Inc.	USPTO	October 8, 2013	4,413,222
"H with Hand Design"	Physical Therapy and Hand Specialists, LLC	North Carolina Secretary of State	June 3, 2014	T-11037
DRAYER	Drayer Physical Therapy Institute, LLC	USPTO	January 10, 2012	4,082,232
DRAYER PHYSICAL THERAPY INSTITUTE	Drayer Physical Therapy Institute, LLC	USPTO	January 27, 2015	4,678,144
DRAYER PHYSICAL THERAPY INSTITUTE	Drayer Physical Therapy Institute, LLC	USPTO	December 6, 2011	4,065,927
DRAYER WORKS	Drayer Physical Therapy Institute, LLC	USPTO	September 20, 2011	4,028,464
DRAYER WORKS INDUSTRIAL REHABILITATION CENTER A DRAYER PHYSICAL THERAPY INSTITUTE FACILITY	Drayer Physical Therapy Institute, LLC	USPTO	December 13, 2011	4,069,913
LEADING THE WAY TO GOOD HEALTH	Drayer Physical Therapy Institute, LLC	USPTO	March 6, 2012	4,107,535
BENCHMARK REHAB INSTITUTE	Benchmark Rehabilitation Partners, LLC	USPTO	December 19, 2017	5,358,363
BENCHMARK REHAB INSTITUTE INSPIRE & EMPOWER	Benchmark Rehabilitation Partners, LLC	USPTO	December 19, 2017	5,358,364
DRAYER PHYSICAL THERAPY INSTITUTE	Drayer Physical Therapy Institute, LLC	USPTO	June 27, 2006	3,108,973
THERAPY DIRECT	Therapy Direct, LLC	USPTO	September 12, 2017	5,284,039

THERAPY DIRECT	Therapy Direct, LLC	USPTO	January 15, 2008	3,371,033
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2. TRADEMARK APPLICATIONS

Title	Owner	Filing Jurisdiction	Filing Date	Application Number
INTEGRITY REHAB GROUP	Integrity Rehab Group, Inc.	USPTO	April 20, 2017	87/419,109
POWER GAUGE	Integrity Rehab Group, Inc.	USPTO	April 20, 2017	87/419,122
ELITE	Drayer Physical Therapy Institute, LLC	USPTO	July 25, 2017	87/541,479