

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484012

<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>
PT ADMINISTRATIVE SERVICES LLC		07/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
<b>Street Address:</b>	111 SOUTH WACKER DRIVE, 36TH FLOOR		
<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4412150	JAG PEDIATRIC THERAPY	
<b>Registration Number:</b>	4412149	JAG PEDIATRIC THERAPY	
<b>Registration Number:</b>	4041416	JAG PHYSICAL THERAPY	
<b>Registration Number:</b>	3440232	JAG PHYSICAL THERAPY	
<b>Serial Number:</b>	87749791	ONE ON ONE PHYSICAL THERAPY	
<b>Serial Number:</b>	87855405	JAG-ONE PHYSICAL THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	386565-00091		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	07/31/2018		

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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 31st day of July, 2018 by **PT ADMINISTRATIVE SERVICES LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, the other loan parties thereto, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the borrowers therein (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of the date hereof, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising (to the extent not constituting Excluded Property):

- (i) each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

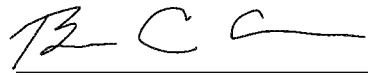
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PT ADMINISTRATIVE SERVICES LLC**, a  
Delaware limited liability company

By:   
Name: Brian Cuomo  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above:




**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

**SCHEDULE A<sup>1</sup>**

<b>Trademark Title</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
<b>ONE ON ONE PHYSICAL THERAPY</b>	87/749,791	01/10/2018	N/A	N/A
<b>JAG PEDIATRIC THERAPY &amp; Design</b> 	85/723,656	09/07/2012	4,412,150	10/01/2013
<b>JAG PEDIATRIC THERAPY</b>	85/723,603	09/07/2012	4,412,149	10/01/2013
<b>JAG PHYSICAL THERAPY &amp; Design</b> 	85/262,070	03/09/2011	4,041,416	10/18/2011
<b>JAG PHYSICAL THERAPY</b>	77/294,294	10/02/2007	3,440,232	06/03/2008
<b>JAG-ONE PHYSICAL THERAPY</b>	87/855,405	03/29/2018	N/A	N/A
				

<sup>1</sup> All trademarks to be assigned to Grantor via Trademark Assignment Agreements filed with the United States Patent and Trademark Office on or about the date hereof.  
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