

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488333

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RELIANT MANAGEMENT GROUP, L.L.C.		08/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3426134	RELIANT REHABILITATION	
<b>Registration Number:</b>	5427783	RELIANT REHABILITATION	
<b>Registration Number:</b>	5471471	RELIANT REHABILITATION	
<b>Serial Number:</b>	88032099	RELIANT REHABILITATION	
<b>Serial Number:</b>	88032151	RELIANT REHABILITATION	
<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>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		
<b>SIGNATURE:</b>	/s/ AG		
<b>DATE SIGNED:</b>	08/31/2018		
<b>Total Attachments: 5</b>			

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GRANT OF  
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this "Agreement"), effective as of August 31, 2018, is made by RELIANT MANAGEMENT GROUP, L.L.C., a Delaware limited liability company, located at 5800 Granite Parkway, Suite 1000, Plano, TX 75024 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the ABL Credit Agreement, dated as of August 31, 2018 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RELIANT INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), RELIANT ACQUISITION HOLDINGS, INC., a Delaware corporation ("Intermediate Holdings"), RELIANT REHABILITATION HOLDINGS, INC., a Delaware corporation ("RRH"), Grantor, RELIANT PRO REHAB, LLC, a Delaware limited liability company ("RPR"), and OPUS HEALTHTECH, LLC, a Texas limited liability company ("Opus" and together with RRH, Grantor and RPR, each an "Initial Borrower" and individually and collectively, jointly and severally, the "Initial Borrowers"), the Lenders and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of August 31, 2018, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any

Excluded Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

**GRANTORS:**

RELIANT MANAGEMENT GROUP, L.L.C., a  
Delaware limited liability company

By: 

Name: John Thompson

Title: Chief Financial Officer and Secretary

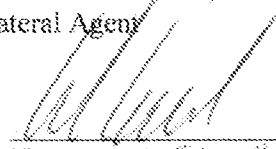
[Signature Page to ABL Trademark Security Agreement]

**TRADEMARK**

**REEL: 006432 FRAME: 0914**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:

  
Name: Carl Schmitt  
Title: Deputy Assistant Secretary

[SIGNATURE PAGE TO ABL TRADEMARK SECURITY AGREEMENT]



**TRADEMARK**  
**REEL: 006432 FRAME: 0915**

Schedule A



U.S. Trademark Registrations and Applications

**TRADEMARKS:**

Registrations:

Mark	Owner	App./Reg. No.	Filing/Reg. Date	Status
	Reliant Management Group, L.L.C.	77/264,934	Aug. 27, 2007	Registered
		3,426,134	May 13, 2008	
RELIANT REHABILITATION	Reliant Management Group, L.L.C.	87/569,790	Aug. 15, 2017	Registered
		5,427,783	March 20, 2018	
	Reliant Management Group, L.L.C.	87/569,838	Aug. 15, 2017	Registered
		5,471,471	May 15, 2018	

Applications:

Mark	Owner	App./Reg. No.	Filing/Reg. Date	Status
	Reliant Management Group, L.L.C.	88/032,099	July 10, 2018	Pending
	Reliant Management Group, L.L.C.	88/032,151	July 10, 2018	Pending