

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496450

<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>
ATHLETICO MANAGEMENT, LLC		11/01/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	222 BROADWAY, 14TH FLOOR		
<b>Internal Address:</b>	MAILCODE: NY3-222-14-03		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5317198	ATHLETICO	
<b>Registration Number:</b>	5441684	DON'T LET YOUR SETBACKS LIMIT YOU MAKE Y	
<b>Registration Number:</b>	5441683	THE COMEBACK EXPERTS	
<b>Registration Number:</b>	5442095	ATHLETICO	
<b>Registration Number:</b>	5442096	ATHLETICO PHYSICAL THERAPY	
<b>Registration Number:</b>	5442097	ATHLETICO PHYSICAL THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448847		
<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>	704-343-2000		
<b>Email:</b>	KSALTRICK@MCGUIREWOODS.COM		
<b>Correspondent Name:</b>	MCGUIREWOODS LLP		
<b>Address Line 1:</b>	201 N. TRYON STREET, SUITE 3000		
<b>Address Line 2:</b>	ATTN: ANDREW PARRISH		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	ANDREW PARRISH		
<b>SIGNATURE:</b>	/s/ ANDREW PARRISH		

OP \$165.00 5317198

<b>DATE SIGNED:</b>	11/01/2018
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**Total Attachments: 4**  
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**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 1, 2018, made by Athletico Management, LLC a Delaware limited liability company having a principal place of business at 625 Enterprise Drive, Oak Brook, Illinois 60523 (the "Grantor"), in favor of Bank of America, N.A., a national association, as Administrative Agent (the "Agent") for itself and the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Athletico Holdings, LLC, a Delaware limited liability company ("Parent"), Athletico Management Holdings, LLC, a Delaware limited liability company ("AMH"), Accelerated Holdings, LLC, a Delaware limited liability company ("Accelerated Holdings"), Athletico Intermediate Holdings, LLC, a Delaware limited liability company ("Athletico Holdings" and together with Parent, AMH and Accelerated Holdings, the "Holdcos" and each a "Holdco"), Accelerated Health Systems, LLC, an Illinois limited liability company (the "Accelerated Borrower" and together with the Grantor, the "Borrowers" and each a "Borrower"), the Grantor, the Agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Grantor in the form of Term Loans, Revolving Credit Loans, Swing Line Loans and Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Loan Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of its Intellectual Property, including Trademarks; 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 Term Loans, Revolving Credit Loans, Swing Line Loans, and Letters of Credit and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, 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 and the Guarantee and Collateral Agreement, as applicable.

**SECTION 2. Confirmation of Grant of Security Interest.** The Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement, it granted to the Agent, for the ratable benefit of the Agent and the Secured Parties, a security interest in, all of the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto), and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of the Trademarks and all collateral security and guarantees given by any Person with respect to any of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is

expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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 PAGE INTENTIONALLY LEFT BLANK.]

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

Very truly yours,

ATHLETICO MANAGEMENT, LLC,  
as Grantor

By: 

Name: Mark Kaufman

Title: Chief Executive Officer

Signature Pages

Athletico / Accelerated

Notice and Confirmation of Grant of Security Interest in Trademarks

**TRADEMARK**

**REEL: 006473 FRAME: 0434**

**SCHEDULE I**

**TRADEMARKS**

<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>
ATHLETICO	87438457 05-MAY-2017	5317198 24-OCT-2017
DON'T LET YOUR SETBACKS LIMIT YOU MAKE YOUR COMEBACK	87384494 24-MARCH-2017	5441684 10-APRIL-2018
THE COMEBACK EXPERTS	87384491 24-MARCH-2017	5441683 10-APRIL-2018
ATHLETICO	87451756 16-MAY-2017	5442095 10-APRIL-2018
ATHLETICO PHYSICAL THERAPY	87451781 16-MAY-2017	5442096 10-APRIL-2018
ATHLETICO PHYSICAL THERAPY	87451807 16-MAY-2017	5442097 10-APRIL-2018