# CH \$165.00 467826

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM531669

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		06/28/2019	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

PT NETWORK, LLC		
501 Fairmount Avenue, Suite 302		
Towson		
MARYLAND		
21286		
Limited Liability Company: DELAWARE		
DYNAMIC THERAPY SERVICES LLC		
501 Fairmount Avenue, Suite 302		
Towson		
MARYLAND		
21286		
Limited Liability Company: DELAWARE		
PTCG, LLC		
501 Fairmount Avenue, Suite 302		
Towson		
MARYLAND		
21286		
Limited Liability Company: 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

TRADEMARK

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#### **CORRESPONDENCE DATA**

**Fax Number:** 6178568201

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.

**Phone:** 6178568200

Email: ip@brownrudnick.com
Correspondent Name: BROWN RUDNICK LLP
Address Line 1: ONE FINANCIAL CENTER

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	028228.0022
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/Mark S. Leonardo/
DATE SIGNED:	07/12/2019

#### **Total Attachments: 3**

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#### TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT is made as of June 28, 2019, by PennantPark Loan Agency Servicing, LLC, as administrative agent (in such capacity, "Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement or Guaranty or Security Agreement (each as defined below), as applicable.

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of October 12, 2017 (as amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among PT Network, LLC, as borrower (the "<u>Borrower</u>"), the other Loan Parties party thereto, the Lenders party thereto and Agent, the Lenders made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Loan Parties entered into that certain Guaranty and Security Agreement dated as of October 12, 2017 (as amended, restated, supplemented and/or modified from time to time, the "Guaranty and Security Agreement") in favor of Agent for the benefit of the Secured Parties:

WHEREAS, in connection with the Guaranty and Security Agreement, Borrower, Dynamic Therapy Services LLC and PTCG, LLC (collectively, the "<u>Grantors</u>") entered into that certain Trademark Security Agreement dated as of October 12, 2017 (the "<u>Trademark Security Agreement</u>") in favor of Agent, pursuant to which each Grantor granted a security interest to Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 12, 2017 at Reel: 006180, Frame: 0942; and

WHEREAS, the Grantors have requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby terminates, cancels, releases and discharges, all of its security interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on <u>Schedule 1</u> hereto, whether granted pursuant to the Guaranty and Security Agreement, the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement.
- 2. Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest (if any) in and to the Trademark Collateral.
- 3. Agent agrees, at the expense of the Grantors, to cooperate with the Grantors and to provide the Grantors with any information and additional authorization reasonably required to effect the release of Agent's security interests in the Trademark Collateral.
- 4. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

PENNANTPARK LOAN AGENCY SERVICING, LLC,

as Agent

By: \_\_\_\_\_ Name:

Arthur H. Penn

Title:

Chief Executive Officer

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# SCHEDULE 1

# TRADEMARK REGISTRATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner/Grantor	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
Physical Therapy & Aquatic Rehabilitation Centers	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

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**RECORDED: 07/12/2019** 

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