

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540654

<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>
TWIN BORO MANAGEMENT, LLC		08/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TBG - TWIN BORO FINANCE, LLC		
<b>Street Address:</b>	530 Fifth Avenue; 23rd Floor		
<b>Internal Address:</b>	C/O The Beekman Group - Attn: Andrew Marolda		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5457716	TWIN BORO PHYSICAL THERAPY	
<b>Registration Number:</b>	5428281	ONE2FOUR	
<b>Registration Number:</b>	3849105	TWIN BORO PHYSICAL THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>	949-851-0633		
<b>Email:</b>	ipdocketorangecounty@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro - McDermott Will & Emery		
<b>Address Line 1:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	088541-0016		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	09/13/2019		
<b>Total Attachments: 6</b>			
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source=Twin Boro - Intellectual Property Security Agreement#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 28, 2019 (the "Agreement"), by TWIN BORO MANAGEMENT, LLC, a Delaware limited liability company ("Grantor"), to and for the benefit of TBG - TWIN BORO FINANCE, LLC, as Agent for the Lenders (as such terms are defined in the hereinafter referenced Credit Agreement).

Reference is hereby made to (a) that certain Senior Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among Grantor, Agent and the Lenders party thereto from time to time, and (b) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Guarantee and Collateral Agreement"), by and among Grantor, the other Grantors party thereto from time to time, and Agent. Terms defined in the Credit Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the benefit of Agents and Lenders, a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) Copyrights (as defined in the Guarantee and Collateral Agreement) including the Copyrights described in Exhibit A;

(b) Trademarks (as defined in the Guarantee and Collateral Agreement) including the Trademarks described in Exhibit B;

(c) Patents (as defined in the Guarantee and Collateral Agreement) including the Patents described in Exhibit C;

(d) all trade secrets, all design rights, claims for damages by way of past, present and future infringement of any of the rights included above;

(e) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(f) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

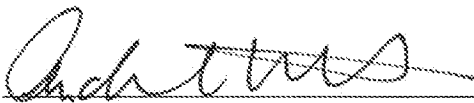
The rights and remedies of Agent and Lenders with respect to the security interests granted hereunder are in addition to those set forth in the Credit Agreement and the Guarantee and Collateral Agreement, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each right, power and remedy of Agent and Lenders provided for herein or in the Credit Agreement or the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent and Lenders of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent and Lenders of any other rights, powers or remedies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**GRANTOR:**

TWIN BORO MANAGEMENT, LLC

By: 

Name: Andrew Lotsis

Title: Chief Executive Officer

Address for Notices to Grantor:

c/o The Beekman Group  
530 Fifth Avenue, 23rd Floor  
New York, NY 10036  
Attention: Andrew Marolda  
                  Alex Grzymala  
Telephone: (646) 502-3300  
Telecopy: (646) 502-3333

**AGENT:**

TBG - TWIN BORO FINANCE, LLC

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

Name: Andrew Marolda

Title: Authorized Signatory

Address for Notices to Agent:

c/o The Beekman Group  
530 Fifth Avenue, 23rd Floor  
New York, NY 10036  
Attention: Andrew Marolda  
                  Alex Grzymala  
Telephone: (646) 502-3300  
Telecopy: (646) 502-3333

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

**GRANTOR:**

TWIN BORO MANAGEMENT, LLC

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

Name: Andrew Lotsis

Title:

Address for Notices to Grantor:

c/o The Beekman Group  
530 Fifth Avenue, 23rd Floor  
New York, NY 10036  
Attention: Andrew Marolda  
Alex Grzymala  
Telephone: (646) 502-3300  
Telecopy: (646) 502-3333

**AGENT:**

TBG - TWIN BORO FINANCE, LLC

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

Name: Andrew Marolda

Title: Authorized Signatory

Address for Notices to Agent:

c/o The Beekman Group  
530 Fifth Avenue, 23rd Floor  
New York, NY 10036  
Attention: Andrew Marolda  
Alex Grzymala  
Telephone: (646) 502-3300  
Telecopy: (646) 502-3333

[Signature Page to IP Security Agreement]

**EXHIBIT A**

**COPYRIGHTS**



<b>Type of Work:</b>	Text
<b>Registration Number / Date:</b>	TXu002080074 / 2017-08-22
<b>Title:</b>	One2Four Info Sheet.
<b>Copyright Claimant:</b>	Twin Boro Management, LLC
<b>Date of Creation:</b>	2017
<b>Authorship on Application:</b>	Twin Boro Physical Therapy Associates, P.A., employer for hire; Domicile: United States. Authorship: text, photograph(s)
<b>Rights and Permissions:</b>	David M. Perry, Blank Rome LLP, One Logan Square, 8th Floor, Philadelphia, PA, 19103-6998, United States, (215) 569-5767, perry@blankrome.com

<b>Type of Work:</b>	Text
<b>Registration Number / Date:</b>	TX0007145115 / 2009-11-24
<b>Title:</b>	TWIN BORO PHYSICAL THERAPY WEBSITE.
<b>Copyright Claimant:</b>	Twin Boro Management, LLC
<b>Date of Creation:</b>	2009
<b>Date of Publication:</b>	2009-11-11
<b>Nation of First Publication:</b>	United States
<b>Authorship on Application:</b>	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text.
<b>Rights and Permissions:</b>	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., 94 GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095, United States

<b>Type of Work:</b>	Text
<b>Registration Number / Date:</b>	TX0007145112 / 2009-11-24
<b>Title:</b>	TWIN BORO PHYSICAL THERAPY eNEWSLETTER.
<b>Copyright Claimant:</b>	Twin Boro Management, LLC
<b>Date of Creation:</b>	2009
<b>Date of Publication:</b>	2009-10-21
<b>Nation of First Publication:</b>	United States
<b>Authorship on Application:</b>	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., employer for hire; Domicile: United States; Citizenship: United States. Authorship: text.
<b>Rights and Permissions:</b>	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., 94 GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095, United States

**EXHIBIT B**

**TRADEMARKS**

<b>Mark/Name</b>	<b>App. No./ Reg. No.</b>	<b>Owner</b>	<b>Goods/Services</b>
TWIN BORO PHYSICAL THERAPY & Design 	87/579,029 5,457,716	Twin Boro Management, LLC	Class 44: Physical rehabilitation; Physical therapy
ONE2FOUR 	87/579,034 5,428,281	Twin Boro Management, LLC	Class 44: Physical rehabilitation; Physical therapy
TWIN BORO PHYSICAL THERAPY	77/879,686 3,849,105	Twin Boro Management, LLC	Class 44: Physical therapy

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist X

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>