

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UPSTREAM NEWCO, INC.		11/20/2019	Corporation: DELAWARE
SERC REHABILITATION PARTNERS, LLC		11/20/2019	Limited Liability Company: DELAWARE
THERAPY DIRECT, LLC		11/20/2019	Limited Liability Company: DELAWARE
PREFERRED THERAPY PROVIDERS, INC.		11/20/2019	Corporation: CALIFORNIA
DRAYER PHYSICAL THERAPY INSTITUTE, LLC		11/20/2019	Limited Liability Company: PENNSYLVANIA
BENCHMARK REHABILITATION PARTNERS, LLC		11/20/2019	Limited Liability Company: DELAWARE
INTEGRITY REHAB GROUP, INC.		11/20/2019	Corporation: KENTUCKY
UPSTREAM REHABILITATION INC.		11/20/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	11 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3295969	BENCHMARK
Registration Number:	4445886	BENCHMARK
Registration Number:	2292507	SERC
Registration Number:	4413222	PRIVATE PRACTICE SPOKEN HERE
Registration Number:	4082232	DRAYER
Registration Number:	4678144	DRAYER PHYSICAL THERAPY INSTITUTE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4065927	DRAYER PHYSICAL THERAPY INSTITUTE
Registration Number:	4028464	DRAYER WORKS
Registration Number:	4107535	LEADING THE WAY TO GOOD HEALTH
Registration Number:	5358363	BENCHMARK REHAB INSTITUTE
Registration Number:	5358364	BENCHMARK REHAB INSTITUTE INSPIRE & EMPO
Registration Number:	3108973	DRAYER PHYSICAL THERAPY INSTITUTE
Registration Number:	5284039	THERAPY DIRECT
Registration Number:	5483843	INTEGRITY REHAB GROUP
Registration Number:	5483844	POWER GAUGE
Registration Number:	5684584	UPSTREAM REHABILITATION
Registration Number:	5820583	UPSTREAM'S PILLARS WITH PURPOSE
Registration Number:	5578290	ELITE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1150987 2L TM IPSA D
NAME OF SUBMITTER:	William Schmidt
SIGNATURE:	/William Schmidt/
DATE SIGNED:	11/20/2019

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of November 20, 2019 (this “Agreement”), among UPSTREAM NEWCO, INC., a Delaware corporation (the “Borrower”), the undersigned Subsidiary Loan Parties (other than the Borrower, each, a “Grantor”) and Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as Administrative Agent.

Reference is made to (a) the Second Lien Credit Agreement dated as of November 20, 2019, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Upstream Holdco, Inc., a Delaware corporation (the “Holdings”), Upstream Intermediate Holdco, Inc., a Delaware corporation (“Merger Sub”), the Borrower, the Lenders from time to time party thereto and Credit Suisse, as Administrative Agent, and (b) the Second Lien Guarantee and Collateral Agreement dated as of November 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, Merger Sub, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Credit Suisse, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement or (in the case of terms that are defined in the Credit Agreement and not defined in the Collateral Agreement) in the Credit Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to any “intent to use” trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Incorporation by Reference. The provisions of Sections 7.02, 7.03, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, *mutatis mutandis*.

SECTION 7. First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the provisions of the First Lien/Second Lien Intercreditor Agreement and this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UPSTREAM NEWCO, INC.,

by 
Name: Bryan Barganier
Title: Chief Financial Officer

SERC REHABILITATION PARTNERS,
LLC,

by Benchmark Premier Partners, LLC, as
its Manager

by Upstream Rehabilitation Inc., as its
Manager

by 
Name: Bryan Barganier
Title: Chief Financial Officer

THERAPY DIRECT, LLC,

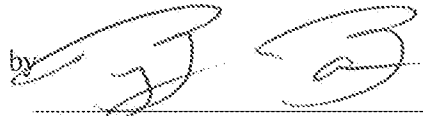
by Benchmark Growth Partners, LLC, as
its Sole Member

by Upstream Rehabilitation Inc., as its
Manager

by 
Name: Bryan Barganier
Title: Chief Financial Officer

[Signature page to Second Lien Trademark Security Agreement]

PREFERRED THERAPY PROVIDERS,
INC.,

by 
Name: Bryan Barganier
Title: Chief Financial Officer

DRAYER PHYSICAL THERAPY
INSTITUTE, LLC,

by 
Name: Bryan Barganier
Title: Chief Financial Officer

BENCHMARK REHABILITATION
PARTNERS, LLC,

by Upstream Rehabilitation Inc., as its
Manager

by 
Name: Bryan Barganier
Title: Chief Financial Officer

INTEGRITY REHAB GROUP, INC.,

by 
Name: Bryan Barganier
Title: Chief Financial Officer

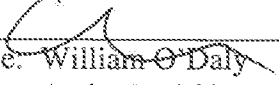
UPSTREAM REHABILITATION INC.,

by 
Name: Bryan Barganier
Title: Chief Financial Officer

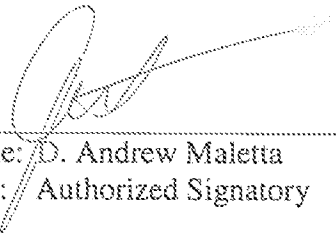
[Signature page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Administrative
Agent

by


Name: William O'Daly
Title: Authorized Signatory

by


Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006800 FRAME: 0235

SCHEDULE I

Trademarks*U.S. Trademark Registrations*

Registered Owner	Mark	Registration Number	Registration Date
Benchmark Rehabilitation Partners, LLC	BENCHMARK	3,295,969	9/25/2007
Benchmark Rehabilitation Partners, LLC	BENCHMARK	4,445,886	12/10/2013
SERC Rehabilitation Partners, LLC	SERC	2292507	11/16/1999
Preferred Therapy Providers, Inc.	PRIVATE PRACTICE SPOKEN HERE	4,413,222	10/8/2013
Drayer Physical Therapy Institute, LLC	DRAYER	4,082,232	01/10/2012
Drayer Physical Therapy Institute, LLC	DRAYER PHYSICAL THERAPY INSTITUTE & Design Trademark	4,678,144	01/27/2015
Drayer Physical Therapy Institute, LLC	DRAYER PHYSICAL THERAPY INSTITUTE	4,065,927	12/06/2011
Drayer Physical Therapy Institute, LLC	DRAYER WORKS	4,028,464	09/20/2011
Drayer Physical Therapy Institute, LLC	LEADING THE WAY TO GOOD HEALTH	4,107,535	03/06/2012
Benchmark Rehabilitation Partners, LLC	BENCHMARK REHAB INSTITUTE	5,358,363	12/19/2017
Benchmark Rehabilitation Partners, LLC	BENCHMARK REHAB INSTITUTE INSPIRE & EMPOWER	5,358,364	12/19/2017
Drayer Physical Therapy Institute, LLC	DRAYER PHYSICAL THERAPY INSTITUTE & Design Trademark	3,108,973	06/27/2006
Therapy Direct, LLC	THERAPY DIRECT & Design Trademark	5,284,039	9/12/2017
Integrity Rehab Group, Inc.	INTEGRITY REHAB GROUP & Design Trademark	5,483,843	6/5/2018
Integrity Rehab Group, Inc.	POWER GAUGE & Design Trademark	5,483,844	6/5/2018
Upstream Rehabilitation, Inc.	UPSTREAM REHABILITATION	5,684,584	2/26/2019
Upstream Rehabilitation, Inc.	UPSTREAM'S PILLARS WITH PURPOSE	5,820,583	7/30/2019
Drayer Physical Therapy Institute, LLC	ELITE	5578290	10/09/2018

U.S. Trademark Applications

None.

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