

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM594239

<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>
Golden Bear PT Partners, LLC		08/26/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avante Mezzanine Partners SBIC II, L.P.		
<b>Street Address:</b>	11150 Santa Monica Boulevard		
<b>Internal Address:</b>	Suite 1470		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6027985	BODYCENTRAL PHYSICAL THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart, LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010272-0026		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		
<b>SIGNATURE:</b>	/daniel l. scales/		
<b>DATE SIGNED:</b>	08/26/2020		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 26, 2020 (this "Security Agreement"), is made by the entity listed on the signature pages hereof ("Grantor"), in favor of AVANTE MEZZANINE PARTNERS SBIC II, L.P., as agent (in such capacity, together with its permitted successors and assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 26, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, as the Lead Borrower (together with the other Borrowers from time to time party thereto, collectively, the "Borrowers" and each, a "Borrower"), GBPT INTERMEDIATE HOLDCO, LLC, a Delaware limited liability company ("Holdings" and, together with the other Guarantors from time to time party thereto, collectively, the "Guarantors" and each, a "Guarantor"), the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of August 26, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") by and among Grantor, Holdings, the other grantors from time to time party thereto, and Agent, to grant in favor of Agent (for the benefit of the Secured Parties) a lien on substantially all of the assets of Grantor; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrowers under the Credit Agreement, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for Grantor's payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, whether now owned or hereafter acquired (the "Trademark Collateral"):

(a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto; the goodwill associated with such Trademarks; (b) all renewals and extensions of the foregoing; and (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. This Security Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United

States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Subject to, and in accordance with the terms of the Guaranty and Security Agreement, Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

*[Signature Pages Follow]*

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

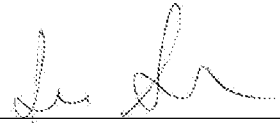
**GOLDEN BEAR PT PARTNERS, LLC,**  
as Grantor

By:   
Name: Michael Cooper  
Title: Chairman

ACCEPTED AND AGREED  
as of the date first above written:

**AVANTE MEZZANINE PARTNERS SBIC  
II, L.P.**, as Agent

By: AVANTE MEZZANINE PARTNERS  
SBIC II, LLC, its general partner

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

Name: Ivelisse R. Simon

Title: Authorized Signatory

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

Owner	Status	Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
Golden Bear PT Partners, LLC	Registered	BODYCENTRAL PHYSICAL THERAPY	United States	88606447	September 5, 2019	6027985	April 7, 2020