

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHG Rehabilitation, LLC		07/02/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CIT Bank		
Street Address:	11 West 42nd Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88741180	RESOLUTE PHYSICAL MEDICINE AND REHABILIT	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
Phone:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	153540-01002		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	07/06/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2021 (this “Agreement”), is made by and among the parties set forth on the signature pages hereto as “Grantors” (each individually a “Grantor”, and collectively the “Grantors”), in favor of **CIT BANK, N.A.** in its capacity as administrative agent under the below-defined Credit Agreement (the “Grantee”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, the Grantors, the Lenders from time to time party thereto, and the Grantee, which provides for extensions of credit and other financial accommodations to be made to the Grantors by Lenders; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), including, without limitation, all Trademarks (as defined in the Security Agreement), and all proceeds thereof, to secure the payment of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby collaterally assign, pledge and grant to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark (which include, without limitation, all registrations and recordings thereof, and all applications in connection therewith) owned by Grantor, including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark owned by Grantor including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto and the Trademarks issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and the Security Agreement, the Security Agreement shall govern.

THIS 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 PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION. The terms of Sections 12.16 (“Governing Law”) and 12.17 (“Waiver of Right to Trial by Jury”) of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

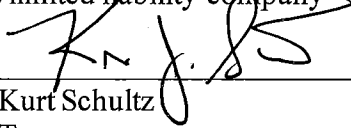
This Agreement and any amendments, waivers, consents, or supplements may be transmitted and/or executed by facsimile, or by electronic mail. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all Loan Parties and the Administrative Agent. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; signature pages follow]

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

GRANTOR:

CHG REHABILITATION, LLC,
a Texas limited liability company

By: 
Name: Kurt Schultz
Title: Treasurer

Acknowledged:

GRANTEE:

CIT BANK, N.A.

By: 

Name: Thomas T. Gatsios

Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007346 FRAME: 0812

**Schedule 1
to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Status</u>	<u>Owner</u>
RESOLUTE PHYSICAL MEDICINE AND REHABILITATION	88741180	12/28/2019	Application Pending	CHG Rehabilitation, LLC