

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGILITAS USA, INC.		08/02/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3211885	RESULTS PHYSIOTHERAPY	
Registration Number:	3211890	RESULTS PHYSIOTHERAPY	
Registration Number:	5245651	MOMMY BOUNCE BACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1439266 TM A		
NAME OF SUBMITTER:	Ryleigh Peterson		
SIGNATURE:	/Ryleigh Peterson/		
DATE SIGNED:	08/02/2021		
Total Attachments: 5			

OP \$90.00 3211885

source=A - Upstream - Trademark Cover Sheet (First Lien)#page2.tif
source=A - Upstream - Trademark Cover Sheet (First Lien)#page3.tif
source=A - Upstream - Trademark Cover Sheet (First Lien)#page4.tif
source=A - Upstream - Trademark Cover Sheet (First Lien)#page5.tif
source=A - Upstream - Trademark Cover Sheet (First Lien)#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 2, 2021 (this “Agreement”), between AGILITAS USA, INC., an Illinois corporation (the “Grantor”) and Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as Administrative Agent.

Reference is made to (a) the First 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 Newco, Inc. (the “Borrower”), Upstream Holdco, Inc. (“Holdings”), the Lenders from time to time party thereto and Credit Suisse, as Administrative Agent, and (b) the First 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, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Credit Suisse, as Administrative Agent. The Lenders and the Issuing Banks 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 and the Issuing Banks 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 and the Issuing Banks to extend such credit and as consideration for extensions of credit previously made. 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, the 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 the Grantor or in, to or under which the 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 II; 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. The 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. The 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*.

[Signature Pages Follow]

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

AGILITAS USA, INC.,

by



Name: Bryan Barganier
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

by

Name:
Title:

by

Name:
Title:

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

AGILITAS USA, INC.,

by

Name:
Title:

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

SCHEDULE I

Trademarks Owned by Agilitas USA, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
RESULTS PHYSIOTHERAPY	3211885	02/20/2007
RESULTS PHYSIOTHERAPY and Design 	3211890	02/20/2007
MOMMY BOUNCE BACK	5245651	07/18/2017

AmericasActive:15863653.3