

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682983

| | | | |
|---|--|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GOLDEN BEAR PT PARTNERS, LLC | | 10/22/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TWIN BROOK CAPITAL PARTNERS, LLC, as Agent | | |
| Street Address: | 111 S. Wacker Drive, 36th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6027985 | BODYCENTRAL PHYSICAL THERAPY | |
| Registration Number: | 5882484 | MOVE WITH CONFIDENCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <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: | 312-577-8265 | | |
| Email: | kristin.brozovic@katten.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten | | |
| Address Line 1: | 525 W Monroe St | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 386565-253 | | |
| NAME OF SUBMITTER: | Kristin Brozovic/ | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 10/22/2021 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this October 22, 2021, by GOLDEN BEAR PT PARTNERS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent (as defined in the Credit Agreement referenced below) for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, certain Affiliates of Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of October 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 22, 2021, by Grantor and the other Loan Parties in favor of Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. Subject to the limitations contained in Section 3 of this Agreement, to secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein

collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral, and the security interest granted therein in the Guarantee and Collateral Agreement or in this Agreement, shall not include any “intent-to-use” trademark application that constitutes Excluded Property for so long as such “intent-to-use” trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GOLDEN BEAR PT PARTNERS, LLC, a
Delaware limited liability company

By: Mike Cooper
Name: Mike Cooper
Title: Chairman

Agreed and Accepted
As of the Date First Written Above:

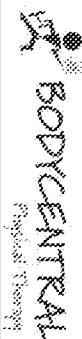

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Kimberly Trick (Oct 19, 2021 18:38 EDT)
Name: Kim Trick
Title: Managing Director

Schedule A

U.S. Trademark Registrations

| Mark | Application No. | Application Date | Registration No. | Registration Date | Owner | Status |
|---|-----------------|------------------|------------------|-------------------|------------------------------|------------|
| BODYCENTRAL PHYSICAL THERAPY  | 88606447 | 9/5/19 | 6027985 | 4/7/20 | Golden Bear PT Partners, LLC | Registered |
| MOVE WITH CONFIDENCE  | 88188914 | 11/9/18 | 5882484 | 10/15/19 | Golden Bear PT Partners, LLC | Registered |

TRADEMARK

U.S. Trademark Applications

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|-------|-----------------|------------------|------------------|-------------------|
| None. | | | | |
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