

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Confluent Health, LLC		11/30/2021	Limited Liability Company: DELAWARE
Kinetacore Holdings, LLC		11/30/2021	Limited Liability Company: KENTUCKY
ProRehab Louisville, LLC		11/30/2021	Limited Liability Company: KENTUCKY
SporTherapy, LLC		11/30/2021	Limited Liability Company: TEXAS
Evidence in Motion LLC		11/30/2021	Limited Liability Company: KENTUCKY
Physical Therapy Provider Network, Inc.		11/30/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	97077213	MOVIMSK
Serial Number:	88606113	PT OVER PILLS
Registration Number:	5888509	BEST FIRST CHOICE
Registration Number:	5200479	MY PHYSICAL THERAPIST
Registration Number:	4329640	FUNCTIONAL DRY NEEDLING
Registration Number:	4880725	GET BACK TO LIFE. FASTER.
Registration Number:	5247288	ALLPRO SPORTS TRAINING
Registration Number:	3825419	PHYSIQUALITY
Registration Number:	2302644	PTPN
Registration Number:	1461289	PTPN

OP \$415.00 97077213

Property Type	Number	Word Mark
Registration Number:	5394122	PTPN COMPDIRECT
Registration Number:	1998353	PTPN
Registration Number:	2788548	SETTING THE STANDARDS IN REHABILITATION
Registration Number:	4747071	SPORTHERAPY
Registration Number:	5063010	KINETACORE PHYSICAL THERAPY EDUCATION
Registration Number:	3952884	PTEXECS

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1531616
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	11/30/2021

Total Attachments: 6
source=NYO1-#2002396889-v1 Confluent Health 2021 - A&R Trademark Security Agreement (Executed)#page3.tif
source=NYO1-#2002396889-v1 Confluent Health 2021 - A&R Trademark Security Agreement (Executed)#page4.tif
source=NYO1-#2002396889-v1 Confluent Health 2021 - A&R Trademark Security Agreement (Executed)#page5.tif
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source=NYO1-#2002396889-v1 Confluent Health 2021 - A&R Trademark Security Agreement (Executed)#page7.tif
source=NYO1-#2002396889-v1 Confluent Health 2021 - A&R Trademark Security Agreement (Executed)#page8.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**” or this “**Agreement**”), dated as of November 30, 2021, is made by the Grantors signatory hereto (each a “**Grantor**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Amended and Restated Security Agreement, dated as of November 30, 2021 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

The Grantors have previously executed and delivered that certain security agreement, dated as of June 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Existing Trademark Security Agreement**”), among the Grantors parties thereto and the Collateral Agent.

In connection with the transactions contemplated by the Credit Agreement, the parties hereto desire to amend and restate the Existing Trademark Security Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby collaterally assigns, pledges, grants and reaffirms its prior grant under the Existing Security Agreement to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Amendment and Restatement of Existing Trademark Security Agreement.

(a) This Agreement shall not constitute a novation of (x) the obligations and liabilities of the parties under the Existing Trademark Security Agreement as in effect prior to the Restatement Date and that remain outstanding as of the Restatement Date and (y) the Existing Trademark Security Agreement as in effect prior to the Restatement Date;

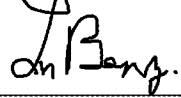
(b) This Agreement (including all Exhibits and Schedules) shall amend, restate and replace in its entirety the Existing Trademark Security Agreement (including all exhibits and schedules attached thereto) on the Restatement Date and the Existing Trademark Security Agreement (including all exhibits and schedules attached thereto) shall thereafter be of no further force and effect; and

(c) From and after the Restatement Date, all references to the "Trademark Security Agreement" contained in the Loan Documents shall be deemed to refer to this Agreement and all references to any Article or Section (or subsection) of this Agreement in any other Loan Document shall be amended to become references to the corresponding provisions of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.


CONFLUENT HEALTH, LLC, as Grantor

By: 
Name: Laurence N. Benz
Title: President

KINETACORE HOLDINGS, LLC, as Grantor


By: Evidence in Motion LLC
Its: Managing Member

By: Confluent Health, LLC
Its: Managing Member


By: 
Name: Laurence N. Benz
Title: President

**PROREHAB LOUISVILLE, LLC,
SPORTHERAPY, LLC,
EVIDENCE IN MOTION LLC, each as Grantor**

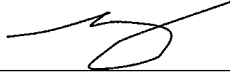
By: Confluent Health, LLC
Its: Managing Member

By: 
Name: Laurence N. Benz
Title: President


**PHYSICAL THERAPY PROVIDER NETWORK,
INC., as Grantor**

By: 
Name: Laurence N. Benz
Title: Authorized Signor

**DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent**

By: 

Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By: 

Name: Jessica Lutrario
Title: Associate
jessica.lutrario@db.com
212-250-8235

SCHEDULE A

Record Owner	Mark	Country / State	Reg. No.	Reg. Date
Confluent Health, LLC	MOVIMSK	USA	97077213	Pending
Confluent Health, LLC	PT OVER PILLS	USA	88606113	Pending
Confluent Health, LLC	BEST FIRST CHOICE	USA	5888509	10/22/2019
Confluent Health, LLC	MY PHYSICAL THERAPIST	USA	5200479	5/9/2017
Kinetacore Holdings, LLC	FUNCTIONAL DRY NEEDLING	USA	4329640	4/30/2013
ProRehab Louisville, LLC	GET BACK TO LIFE. FASTER.	USA	4880725	1/5/2016
ProRehab Louisville, LLC [title correction in progress at USPTO]	ALLPRO SPORTS TRAINING	USA	5247288	7/18/2017
Physical Therapy Provider Network, Inc.	PHYSICQUALITY	USA	3825419	7/27/2010
Physical Therapy Provider Network, Inc.	PTPN	USA	2302644	12/21/1999
Physical Therapy Provider Network, Inc.	PTPN	USA	1461289	10/13/1987
Physical Therapy Provider Network, Inc.	PTPN COMPDIRECT	USA	5394122	2/6/2018
Physical Therapy Provider Network, Inc.	PTPN	USA	1998353	9/3/1996
Physical Therapy Provider Network, Inc.	SETTING THE STANDARDS IN REHABILITATION	USA	2788548	12/2/2003
Physical Therapy Provider Network, Inc.	PTPN	California	29761	6/18/1987
Physical Therapy Provider Network, Inc.	PTPN	Colorado	20071371402	8/13/2007
Physical Therapy Provider Network, Inc.	PTPN	Louisiana	598272	9/24/2007

Schedule A-1
to Copyright Security Agreement

TRADEMARK
REEL: 007510 FRAME: 0893

Record Owner	Mark	Country / State	Reg. No.	Reg. Date
Physical Therapy Provider Network, Inc.	PTPN	Michigan	M07844	8/15/2007
Physical Therapy Provider Network, Inc.	PTPN	New Jersey	22844	8/23/2007
Physical Therapy Provider Network, Inc.	PTPN	New York	S24020	8/14/2007
Physical Therapy Provider Network, Inc.	PTPN	Ohio	1720347	8/15/2007
Physical Therapy Provider Network, Inc.	PTPN	Pennsylvania	3339238	8/14/2007
Physical Therapy Provider Network, Inc.	PTPN	Texas	800857708	8/14/2007
SporTherapy, LLC	SPORTHERAPY	USA	4747071	6/2/2015
Kinetacore Holdings, LLC	KINETACORE PHYSICAL THERAPY EDUCATION	USA	5063010	2/22/2011
Evidence in Motion LLC	PTEXECS	USA	3952884	4/26/2011

Exh. A-2