

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Physical Therapy, LLC		02/24/2022	Limited Liability Company: INDIANA
Apple Physical Therapy, LLC		02/24/2022	Limited Liability Company: WASHINGTON
ATI Holdings, LLC		02/24/2022	Limited Liability Company: ILLINOIS
Ideal Physical Therapy of Texas, LLC		02/24/2022	Limited Liability Company: ARIZONA
Performance Rehabilitation of Western New England, LLC		02/24/2022	Limited Liability Company: MASSACHUSETTS
Proaxis Therapy, LLC		02/24/2022	Limited Liability Company: DELAWARE
Praxis Greenville, LLC		02/24/2022	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3752148	ATTAIN
Registration Number:	3752149	ATTAIN
Registration Number:	3350353	P PROAXIS THERAPY
Registration Number:	3350354	P PROAXIS THERAPY
Registration Number:	4292297	DON'T JUST RECOVER. CONQUER.
Registration Number:	3493529	
Registration Number:	4021556	APPLE PHYSICAL THERAPY
Registration Number:	4021557	APPLE PHYSICAL THERAPY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4290934	ATI PHYSICAL THERAPY
Registration Number:	4287597	ATI PHYSICAL THERAPY
Registration Number:	4201089	ATI PHYSICAL THERAPY
Registration Number:	3924682	PRO
Registration Number:	2694971	
Registration Number:	3332205	IDEAL REHABILITATION
Registration Number:	4387494	IDEAL
Registration Number:	4509973	IDEAL
Registration Number:	4380344	IDEAL PHYSICAL THERAPY
Registration Number:	4510023	IDEAL PHYSICAL THERAPY
Registration Number:	6400824	
Registration Number:	6542957	ATI PHYSICAL THERAPY
Registration Number:	6103106	WORK SMART PREVENTION PROGRAM
Registration Number:	5706533	ATI PHYSICAL THERAPY HERE FOR YOU
Registration Number:	5706524	ATI HEALTH
Registration Number:	5144528	ATI HOME HEALTH
Registration Number:	5144527	ATI WOMEN'S HEALTH
Registration Number:	5169361	ATI SPORTS MEDICINE
Registration Number:	5706525	ATI WORKSITE SOLUTIONS
Registration Number:	4015872	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/24/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 2022, (this “Agreement”), by Advanced Physical Therapy, LLC, an Indiana limited liability company, Apple Physical Therapy, LLC, a Washington limited liability company, ATI Holdings, LLC, an Illinois limited liability company, Ideal Physical Therapy of Texas, LLC, an Arizona limited liability company, Performance Rehabilitation of Western New England, LLC, a Massachusetts limited liability company, Proaxis Therapy, LLC, a Delaware limited liability company and Proaxis Greenville, LLC, a South Carolina limited liability company (each, a “Grantor”) in favor of Barclays Bank PLC, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement (as defined below)) have extended credit to the Borrower (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of February 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Wilco Intermediate Holdings, Inc., as Holdings, ATI Holdings Acquisition, Inc., a Delaware corporation, as the Borrower, the Lenders from time to time party thereto, the Administrative Agent and HPS Investment Partners, LLC, as arranger. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights

and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

GRANTORS:

ADVANCED PHYSICAL THERAPY, LLC
APPLE PHYSICAL THERAPY, LLC
ATI HOLDINGS, LLC
IDEAL PHYSICAL THERAPY OF TEXAS, LLC
PERFORMANCE REHABILITATION OF
WESTERN NEW ENGLAND, LLC
PROAXIS THERAPY, LLC
PROAXIS GREENVILLE, LLC

By: 
Name: Joanne King
Title: Treasurer