

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Physical Therapy and Wellness Institute, LLC		04/21/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3181711	BODIES UNDER REPAIR	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0645		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	04/22/2022		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of April 21, 2022 (this “**Trademark Security Agreement**”), by IVYREHAB Elite Physical Therapy, LLC, IVYREHAB Peak Performance, LLC and Physical Therapy and Wellness Institute, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Antares Capital LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of April 21, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

**IVYREHAB ELITE PHYSICAL THERAPY, LLC,
IVYREHAB PEAK PERFORMANCE, LLC,
PHYSICAL THERAPY WELLNESS INSTITUTE,
LLC,**

each, as a Grantor

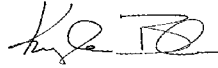


By: _____

Name: George Batton

Title: Chief Financial Officer

ANTARES CAPITAL LP,
as Administrative Agent





By: _____

Name: Kyle Blumer

Title: Duly Authorized Signatory

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

<u>Mark Name</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Registration No./Date</u>	<u>Owner</u>
ELITE PHYSICAL THERAPY 	USA	87063302 Jun. 07, 2016	5778317 Jun. 18, 2019	IVYREHAB Elite Physical Therapy, LLC
YOUR HEALTH. YOUR CHOICE.	USA	87063248 Jun. 07, 2016	5254070 Aug. 01, 2017	IVYREHAB Elite Physical Therapy, LLC
PT PEAK PERFORMANCE PHYSICAL THERAPY WELLNESS & FITNESS AQUATIC REHABILITATION 	USA	76470896 Nov. 19, 2002	2779347 Nov. 04, 2003	IVYREHAB Peak Performance, LLC
BODIES UNDER REPAIR	USA	78528084 Dec. 07, 2004	3181711 Dec. 05, 2006	Physical Therapy and Wellness Institute, LLC

Applications:

None.