

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IVYREHAB Elite Physical Therapy, LLC		04/21/2022	Limited Liability Company: DELAWARE
IVYREHAB Peak Performance, LLC		04/21/2022	Limited Liability Company: DELAWARE
Physical Therapy and Wellness Institute, LLC		04/21/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Administrative Agent		
Street Address:	600 Lexington Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5778317	ELITE PHYSICAL THERAPY	
Registration Number:	5254070	YOUR HEALTH. YOUR CHOICE.	
Registration Number:	2779347	PT PEAK PERFORMANCE PHYSICAL THERAPY WEL	
Registration Number:	3181711	BODIES UNDER REPAIR	
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:	18007130755		
Email:	Ted.mulligan@wolterskluwer.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:	Doris Ka		

OP \$115.00 5778317

SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/03/2022
Total Attachments: 6 source=03. IvyRehab - Second Lien Trademark Security Agreement#page1.tif source=03. IvyRehab - Second Lien Trademark Security Agreement#page2.tif source=03. IvyRehab - Second Lien Trademark Security Agreement#page3.tif source=03. IvyRehab - Second Lien Trademark Security Agreement#page4.tif source=03. IvyRehab - Second Lien Trademark Security Agreement#page5.tif source=03. IvyRehab - Second Lien Trademark Security Agreement#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. IVYREHAB Elite Physical Therapy, LLC
Limited Liability Company - Delaware
- 2. IVYREHAB Peak Performance, LLC
Limited Liability Company - Delaware
- 3. Physical Therapy and Wellness Institute, LLC
Limited Liability Company - Pennsylvania

Corporation- State: _____

Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 21, 2022

- Assignment Merger
- Security Agreement Change of Name
- Other Security Agreement (Second Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ICG Debt Administration LLC, as Administrative Agent

Street Address: 600 Lexington Avenue, 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Limited Liability Company - Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: ICG.Ivy Rehab (41800.0027)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

August 2, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second 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 ICG Debt Administration LLC, 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 Second Lien Security Agreement, dated as of the date hereof (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.

SECTION 7. Subject to the Intercreditor Agreement. Reference is made to the Intercreditor Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among IvyRehab Intermediate II, LLC, a Delaware limited liability company (the “**Borrower**”), IvyRehab Intermediate I, LLC, a Delaware limited liability company (“**Holdings**”), each Subsidiary of Holdings party thereto as a “**Grantor**”, Antares Capital LP, as Initial First Priority Representative (as defined therein), ICG Debt Administration LLC, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement and this Agreement regarding the priority of the lien and security interest granted to the Administrative Agent and the exercise of any right or remedy by the Administrative Agent, the provisions of the Intercreditor Agreement shall govern

[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

ICG DEBT ADMINISTRATION LLC,
as Administrative Agent



By: 
Name: Brian Spenner
Title: Authorized Person

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007810 FRAME: 0184

**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.