

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807672

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IVYREHAB Sora Pediatric Therapy, LLC | | 05/01/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ICG Debt Administration LLC, as Administrative Agent | | |
| Street Address: | 600 Lexington Avenue, 19th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90891189 | SORA | |
| Serial Number: | 90891195 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@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: | Sophie Bolt | | |
| SIGNATURE: | /Sophie Bolt/ | | |
| DATE SIGNED: | 05/03/2023 | | |
| Total Attachments: 6 | | | |
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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):

IVYREHAB Sora Pediatric Therapy, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) DELAWARE, USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 1, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other SECOND LIEN SECURITY AGREEMENT

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 Citizenship 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
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

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: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 41800.0027

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

2

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: Sophie Bolt

Signature

May 3, 2023

Date

Sophie Bolt

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

TRADEMARK

REEL: 008058 FRAME: 0195

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of May 1, 2023 (this “**Trademark Security Agreement**”), by IVYREHAB Sora Pediatric Therapy, LLC (the “**Grantor**”), 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 Grantor is party to a Second 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 Grantor is 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 Grantor hereby agrees 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. The 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 the Grantor hereby acknowledges and affirms 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 the Grantor, execute, acknowledge, and deliver to the Grantor 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 April 21, 2022 (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 Sora Pediatric Therapy, LLC

DocuSigned by:

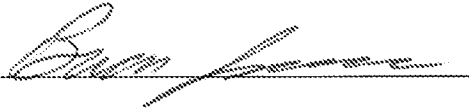
Michael Rucker

By: _____

Name: Michael A. Rucker

Title: Chief Executive Officer


ICG DEBT ADMINISTRATION LLC,
as Administrative Agent

By: 

Name: Brian Spenner
Title: Authorized Person

**Schedule I
Trademark Registrations and Use Applications**

Applications:

| Trademark | Application Number | Application Date | Owner |
|--|---------------------------|-------------------------|--------------------------------------|
| SORA | 90891189 | 19-AUG-2021 | IVYREHAB Sora Pediatric Therapy, LLC |
| Design Only  | 90891195 | 19-AUG-2021 | IVYREHAB Sora Pediatric Therapy, LLC |