

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Rehabilitation of Western New England, LLC		06/15/2023	Limited Liability Company: ILLINOIS
Proaxis Therapy, LLC		06/15/2023	Limited Liability Company: DELAWARE
ATI Holdings, LLC		06/15/2023	Limited Liability Company: ILLINOIS
Apple Physical Therapy, LLC		06/15/2023	Limited Liability Company: WASHINGTON
Ideal Physical Therapy of Texas, LLC		06/15/2023	Limited Liability Company: ARIZONA
ADVANCED PHYSICAL THERAPY, LLC		06/15/2023	Limited Liability Company: INDIANA
Proaxis Greenville, LLC		06/15/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: DELAWARE		
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	
Registration Number:	4290934	ATI PHYSICAL THERAPY	
		TRADEMARK	

Property Type	Number	Word Mark
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:

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: Rodney Boulware

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: 2030972

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE: /Karen S. Cottrell/

DATE SIGNED: 07/13/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 15, 2023, (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 WILMINGTON SAVINGS FUND SOCIETY, FSB, as purchaser representative and collateral agent (in such capacities, the “Purchaser Representative”) for the Secured Parties (as defined in Security Agreement (as defined below)).

Reference is made to that certain Pledge and Security Agreement, dated as of June 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Note Parties (as defined in the Note Purchase Agreement (as defined below)) party thereto and the Purchaser Representative. The Purchasers (as defined below) have purchased Notes (as defined in Note Purchase Agreement) from the Issuer (as defined below) subject to the terms and conditions set forth in that certain Note Purchase Agreement, dated as of April 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among, *inter alios*, ATI Physical Therapy, Inc., a Delaware corporation, as issuer (the “Issuer”), the purchasers from time to time party thereto (the “Purchasers”) and the Purchaser Representative. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Note Purchase Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used but not defined herein have the meanings given to them in the Security Agreement or the Note Purchase Agreement, as applicable.

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 Purchaser Representative, 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 Purchaser Representative herein are granted in furtherance, and not in limitation of, the security interests granted to the Purchaser Representative pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser Representative 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, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for under applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

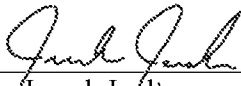
SECTION 6. Notwithstanding anything herein to the contrary, the priority of payments owing to the holders or lenders under this Agreement and the priority of the lien and security interest granted to the Purchaser Representative pursuant to this Agreement and the exercise of any right or remedy by the Purchaser Representative hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Issuer, Wilco Intermediate Holdings, Inc., ATI Holdings Acquisition, Inc., as borrower, certain subsidiaries of the Issuer as guarantors, Barclays Bank PLC, as Senior Agent (as defined therein), the Purchaser Representative and each Additional Subordinated Agent (as defined therein) party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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: Joseph Jordan
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Performance Rehabilitation of Western New England, LLC	3,752,148 2/23/2010	ATTAIN
Performance Rehabilitation of Western New England, LLC	3,752,149 2/23/2010	ATTAIN
Proaxis Therapy, LLC	3,350,353 12/4/2007	
Proaxis Therapy, LLC	3,350,354 12/4/2007	
Proaxis Therapy, LLC	4,292,297 2/19/2013	DON'T JUST RECOVER. CONQUER.
ATI Holdings, LLC (successor-in-interest to Olympic Physical Therapy of Bellevue, Inc.)	3,493,529 8/26/2008	
Apple Physical Therapy, LLC (f/k/a Apple Physical Therapy, P.S.)	4,021,556 9/6/2011	APPLE PHYSICAL THERAPY
Apple Physical Therapy, LLC (f/k/a Apple Physical Therapy, P.S.)	4,021,557 9/6/2011	
ATI Holdings, LLC	4,290,934 2/19/2013	
ATI Holdings, LLC	4,287,597 2/12/2013	
ATI Holdings, LLC	4,201,089 9/4/2012	ATI PHYSICAL THERAPY
ATI Holdings, LLC	3,924,682 3/1/2011	PRO
ATI Holdings, LLC	2,694,971 3/11/2003	

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Ideal Physical Therapy of Texas, LLC	3,332,205 11/6/2007	IDEAL REHABILITATION
Ideal Physical Therapy of Texas, LLC	4,387,494 8/20/2013	IDEAL
Ideal Physical Therapy of Texas, LLC	4,509,973 4/8/2014	IDEAL
Ideal Physical Therapy of Texas, LLC	4,380,344 8/6/2013	IDEAL PHYSICAL THERAPY (Design) 
Ideal Physical Therapy of Texas, LLC	4,510,023 4/8/2014	IDEAL PHYSICAL THERAPY (Design) 
ATI Holdings, LLC	6,400,824 6/29/2021	
ATI Holdings, LLC	6,542,957 11/2/2021	ATI PHYSICAL THERAPY
ADVANCED PHYSICAL THERAPY, LLC	6,103,106 7/14/2020	WORK SMART PREVENTION PROGRAM
ATI Holdings, LLC	5,706,533 3/26/2019	ATI PHYSICAL THERAPY HERE FOR YOU
ATI Holdings, LLC	5,706,524 3/26/2019	ATI HEALTH
ATI Holdings, LLC	5,144,528 2/21/2017	ATI HOME HEALTH
ATI Holdings, LLC	5,144,527 2/21/2017	ATI WOMEN'S HEALTH
ATI Holdings, LLC	5,169,361 3/28/2017	ATI SPORTS MEDICINE
ATI Holdings, LLC	5,706,525 3/26/2019	ATI WORKSITE SOLUTIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Proaxis Greenville, LLC	4,015,872 8/23/2011	

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III