

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Boro Management, LLC		09/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6776059	ACTIVE PRO REHAB PARTNERS	
Registration Number:	6809610	ACTIVEPRO REHAB PARTNERS	
Registration Number:	5457716	TWIN BORO PHYSICAL THERAPY	
Registration Number:	5428281	ONE2FOUR	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	050485-0201		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	09/29/2023		

OP \$115.00 6776059

Total Attachments: 5

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NOTICE OF SECURITY INTEREST IN TRADEMARKS dated as of September 29, 2023 (this “Agreement”), among Twin Boro Management, LLC (the “New Grantor”) and Capital One, National Association, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PTSH Holdings, LLC, a Delaware limited liability company (“Holdings”), Magnolia Merger Sub II LLC, a Delaware limited liability company (together with its successors and assigns (including from and after giving effect to the Borrower Merger, PTSH Intermediate Holdings, LLC, a Delaware limited liability company), the “Borrower”), the Lenders from time to time party thereto and the Collateral Agent, as Administrative Agent and as Collateral Agent, (b) the Collateral Agreement dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent, and (c) the Supplement No. 2 to the Collateral Agreement dated as of September 29, 2023 (the “Supplement”), among Collateral Agent and the New Grantor. By means of the Supplement, the Grantors entered into the Collateral Agreement in order to become a Grantor under the Collateral Agreement and induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit subject to the terms and conditions set forth in the Credit Agreement. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the New Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such New Grantor’s right, title and interest in, to and under (a) the Trademarks listed on Schedule I, (b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (c) all Proceeds of any of the foregoing, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (d) all other rights, priorities, and privileges arising thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest is granted herein, in any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests

granted to the Collateral Agent pursuant to the Collateral Agreement and Supplement. The New Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement and Supplement, 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Recordation. The New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Termination. This Agreement shall terminate and the Security Interest in the Trademark Collateral shall be released in accordance with Section 9.15 of the Credit Agreement and Section 5.12 of the Collateral Agreement.

SECTION 6. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

Twin Boro Management, LLC,

By: 

Name: Dale Yake

Title: President



[Signature page to Notice of Security Interest in Trademarks]

TRADEMARK
REEL: 008213 FRAME: 0065

CAPITAL ONE, NATIONAL ASSOCIATION, as
Collateral Agent,

By: Jay Patel
Name: Jay Patel
Title: Duly Authorized Signatory

Schedule I

Mark	Serial No/ Filing Date	Reg. No./ Reg. Date	Expiration Date	Owner
ACTIVE PRO REHAB PARTNERS 	90461634 12-Jan-2021	6776059 28-Jun-2022	28-Jun-2032	Twin Boro Management, LLC
ACTIVEPRO REHAB PARTNERS	90122133 18-Aug-2020	6809610 02-Aug-2022	02-Aug-2032	Twin Boro Management, LLC
TWIN BORO PHYSICAL THERAPY 	87579029 22-Aug-2017	5457716 01-May-2018	01-May-2028	Twin Boro Management, LLC
ONE2FOUR	87579034 22-Aug-2017	5428281 20-Mar-2018	20-Mar-2028	Twin Boro Management, LLC