

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUNA CARE, INC.		12/15/2023	Corporation: DELAWARE
CALIFORNIA LUNA CARE PHYSICAL THERAPY P.C.		12/15/2023	Professional Corporation: CALIFORNIA
WASHINGTON LUNA CARE PHYSICAL THERAPY, L.L.C.		12/15/2023	Limited Liability Company: WASHINGTON
ILLINOIS LUNA CARE PHYSICAL THERAPY, L.L.C.		12/15/2023	Limited Liability Company: ILLINOIS
ARIZONA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: ARIZONA
FLORIDA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: FLORIDA
GEORGIA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: GEORGIA
MICHIGAN LUNA CARE PHYSICAL THERAPY, L.L.C.		12/15/2023	Limited Liability Company: MICHIGAN
MINNESOTA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: MICHIGAN
NORTH CAROLINA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: NORTH CAROLINA
OHIO LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: OHIO
OREGON LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: OREGON
PENNSYLVANIA LUNA CARE PHYSICAL THERAPY, LLC,		12/15/2023	Limited Liability Company: PENNSYLVANIA
TENNESSEE LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: TENNESSEE
TEXAS LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: TEXAS
VIRGINIA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: VIRGINIA
NEW YORK LUNA CARE PHYSICAL THERAPY, PLLC		12/15/2023	Professional Limited Liability Company: NEW YORK
DELAWARE LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: DELAWARE
WISCONSIN LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: WISCONSIN
			TRADEMARK

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Name	Formerly	Execution Date	Entity Type
DC LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: D.C.
COLORADO LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: COLORADO
CONNECTICUT LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: CONNECTICUT
KANSAS LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: KANSAS
MASSACHUSETTS LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: MASSACHUSETTS
MISSOURI LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: MISSOURI
NEW JERSEY LUNA CARE PHYSICAL THERAPY, L.L.C.		12/15/2023	Limited Liability Company: NEW JERSEY
MARYLAND LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: MARYLAND
NEVADA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: NEVADA
OKLAHOMA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: OKLAHOMA
UTAH LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: UTAH
INDIANA LUNA CARE PHYSICAL THERAPY, LLC		12/15/2023	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	GALLAGHER IP SOLUTIONS LLC
Street Address:	1135 Kildaire Farm Road, Suite 200
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5613690	LUNA
Registration Number:	5957481	AUTO-CHARTING
Registration Number:	5865858	SAFETY SHIELD
Registration Number:	5900503	PHYSICAL THERAPY, DELIVERED
Registration Number:	5733381	
Registration Number:	6868037	PAIN FREE AND LOVING IT
Serial Number:	90736698	REHAB AT HOME

TRADEMARK

REEL: 008289 FRAME: 0869

CORRESPONDENCE DATA**Fax Number:** 6173417701*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:** 6173417714**Email:** michelle.bramwell@morganlewis.com**Correspondent Name:** Michelle Bramwell**Address Line 1:** One Federal Street**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
SIGNATURE:	/Michelle Bramwell/
DATE SIGNED:	12/15/2023

Total Attachments: 13

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is made by LUNA CARE, INC., a Delaware corporation (“Grantor”) and CALIFORNIA LUNA CARE PHYSICAL THERAPY P.C., a California professional corporation (“Luna California”), WASHINGTON LUNA CARE PHYSICAL THERAPY, L.L.C., a Washington limited liability company (“Luna Washington”), ILLINOIS LUNA CARE PHYSICAL THERAPY, L.L.C., an Illinois limited liability company (“Luna Illinois”), ARIZONA LUNA CARE PHYSICAL THERAPY, LLC, an Arizona limited liability company (“Luna Arizona”), FLORIDA LUNA CARE PHYSICAL THERAPY, LLC, a Florida limited liability company (“Luna Florida”), GEORGIA LUNA CARE PHYSICAL THERAPY, LLC, a Georgia limited liability company (“Luna Georgia”), MICHIGAN LUNA CARE PHYSICAL THERAPY, L.L.C., a Michigan limited liability company (“Luna Michigan”), MINNESOTA LUNA CARE PHYSICAL THERAPY, LLC, a Minnesota limited liability company (“Luna Minnesota”), NORTH CAROLINA LUNA CARE PHYSICAL THERAPY, LLC, a North Carolina limited liability company (“Luna North Carolina”), OHIO LUNA CARE PHYSICAL THERAPY, LLC, an Ohio limited liability company (“Luna Ohio”), OREGON LUNA CARE PHYSICAL THERAPY, LLC, an Oregon limited liability company (“Luna Oregon”), PENNSYLVANIA LUNA CARE PHYSICAL THERAPY, LLC, a Pennsylvania limited liability company (“Luna Pennsylvania”), TENNESSEE LUNA CARE PHYSICAL THERAPY, LLC, a Tennessee limited liability company (“Luna Tennessee”), TEXAS LUNA CARE PHYSICAL THERAPY, LLC, a Texas limited liability company (“Luna Texas”), VIRGINIA LUNA CARE PHYSICAL THERAPY, LLC, a Virginia limited liability company (“Luna Virginia”), NEW YORK LUNA CARE PHYSICAL THERAPY, PLLC, a New York professional limited liability company (“Luna New York”), DELAWARE LUNA CARE PHYSICAL THERAPY, LLC, a Delaware limited liability company (“Luna Delaware”), WISCONSIN LUNA CARE PHYSICAL THERAPY, LLC, a Wisconsin limited liability company (“Luna Wisconsin”), DC LUNA CARE PHYSICAL THERAPY, LLC, a limited liability company formed in the District of Columbia (“Luna Washington DC”), COLORADO LUNA CARE PHYSICAL THERAPY, LLC, a Colorado limited liability company (“Luna Colorado”), CONNECTICUT LUNA CARE PHYSICAL THERAPY, LLC, a Connecticut limited liability company (“Luna Connecticut”), KANSAS LUNA CARE PHYSICAL THERAPY, LLC, a Kansas limited liability company (“Luna Kansas”), MASSACHUSETTS LUNA CARE PHYSICAL THERAPY, LLC, a Massachusetts limited liability company (“Luna Massachusetts”), MISSOURI LUNA CARE PHYSICAL THERAPY, LLC, a Missouri limited liability company (“Luna Missouri”), NEW JERSEY LUNA CARE PHYSICAL THERAPY, L.L.C., a New Jersey limited liability company (“Luna New Jersey”), MARYLAND LUNA CARE PHYSICAL THERAPY, LLC, a Maryland limited liability company (“Luna Maryland”), NEVADA LUNA CARE PHYSICAL THERAPY, LLC, a Nevada limited liability company (“Luna Nevada”), OKLAHOMA LUNA CARE PHYSICAL THERAPY, LLC, an Oklahoma limited liability company (“Luna Oklahoma”), UTAH LUNA CARE PHYSICAL THERAPY, LLC, a Utah limited liability company (“Luna Utah”), INDIANA LUNA CARE PHYSICAL THERAPY, LLC, an Indiana limited liability company (“Luna Indiana”) and together with Grantor, collectively the “Grantors”), and dated as of December 15, 2023, in favor of GALLAGHER IP SOLUTIONS LLC, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of UMB BANK, NATIONAL ASSOCIATION, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of December 15, 2023 (as amended, restated, modified or supplemented from time to time, the “Intellectual

Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantor’s pledge of its intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, 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 that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);
- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the “Licenses”);
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and

- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantor shall give to Servicer written notice of any such creation or acquisition (that is not Excluded Property) within 15 days thereof. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.
- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and

binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.

- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

LUNA CARE, INC., as Grantor

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**CALIFORNIA LUNA CARE PHYSICAL THERAPY
P.C., as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**WASHINGTON LUNA CARE PHYSICAL
THERAPY, L.L.C., as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**ILLINOIS LUNA CARE PHYSICAL THERAPY,
L.L.C., as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**ARIZONA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**FLORIDA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**GEORGIA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**MICHIGAN LUNA CARE PHYSICAL THERAPY,
L.L.C., as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**MINNESOTA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**NORTH CAROLINA LUNA CARE PHYSICAL
THERAPY, LLC, as Grantor**

By: Candace Tabor
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**TEXAS LUNA CARE PHYSICAL THERAPY, LLC,
as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**VIRGINIA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**NEW YORK LUNA CARE PHYSICAL THERAPY,
PLLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**DELAWARE LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**WISCONSIN LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer:

**DC LUNA CARE PHYSICAL THERAPY, LLC, as
Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**COLORADO LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**CONNECTICUT LUNA CARE PHYSICAL
THERAPY, LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**KANSAS LUNA CARE PHYSICAL THERAPY, LLC,
as Grantor**

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Title: Chief Financial Officer

**MASSACHUSETTS LUNA CARE PHYSICAL
THERAPY, LLC, as Grantor**

By: Candace Tabor
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**MISSOURI LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
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**NEW JERSEY LUNA CARE PHYSICAL THERAPY,
L.L.C., as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**MARYLAND LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**NEVADA LUNA CARE PHYSICAL THERAPY, LLC,
as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

**OKLAHOMA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: Candace Tabor
Name: Candace Tabor
Title: Chief Financial Officer

UTAH LUNA CARE PHYSICAL THERAPY, LLC, as Grantor

By: *Candace Tabor*
Name: Candace Tabor
Title: Chief Financial Officer

INDIANA LUNA CARE PHYSICAL THERAPY, LLC, as Grantor

By: *Candace Tabor*
Name: Candace Tabor
Title: Chief Financial Officer

ACCEPTED AND AGREED:

GALLAGHER IP SOLUTIONS LLC, as Servicer

By: _____
Name: Eric Berlin
Title: Managing Director

**UTAH LUNA CARE PHYSICAL THERAPY, LLC, as
Grantor**

By: _____
Name: Candace Tabor
Title: Chief Financial Officer

**INDIANA LUNA CARE PHYSICAL THERAPY,
LLC, as Grantor**

By: _____
Name: Candace Tabor
Title: Chief Financial Officer

ACCEPTED AND AGREED:

GALLAGHER IP SOLUTIONS LLC, as Servicer

By: Eric Berlin
Name: Eric Berlin
Title: Managing Director

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents & Patent Applications

N/A

Trademark Registrations & Trademark Applications

<u>Company/ Subsidiary Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Company	“Luna”	US	87801291	Feb. 16, 2018	5613690	Nov. 20, 2018
Company	“Auto-charting”	US	88291607	Feb. 06, 2019	5957481	Jan. 07, 2020
Company	“Safety Shield”	US	88120320	Sep. 17, 2018	5865858	Sep. 24, 2019
Company	“Physical Therapy, Delivered”	US	88120326	Sep. 17, 2018	5900503	Nov. 05, 2019
Company	Company logo (shaded circle)	US	88120322	Sep. 17, 2018	5733381	Apr. 23, 2019
Company	“Pain free and loving it.”	US	97073190	Oct. 13, 2021	6868037	Oct. 04, 2022
Company	“Rehab-at-Home”	US	90736698	May 26, 2021	pending	N/A
Company	“Speech Therapy, Delivered”	US	97619502	Oct. 4, 2022	pending	N/A
Company	“Occupational Therapy, Delivered”	US	97619500	Oct. 4, 2022	pending	N/A

Copyright Registrations & Copyright Applications

N/A

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TRADEMARK
REEL: 008289 FRAME: 0882

Licenses

N/A