

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metro Athletic Medicine & Fitness, P.C. (dba Metro Sportsmed)		06/22/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Motion PT Management, Inc.		
<b>Street Address:</b>	300 Crescent Court		
<b>Internal Address:</b>	Suite 1380		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3501048	METRO SPORTSMED	
<b>Registration Number:</b>	3400290	THERAPYCARE	
<b>Registration Number:</b>	3201116	METRO SPORTSMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>			
<b>Phone:</b>	214-932-6400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	Aaron J. Pickell		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 2:</b>	McGuireWoods LLP		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2069260-0001		
<b>NAME OF SUBMITTER:</b>	Aaron J. Pickell		
<b>SIGNATURE:</b>	/Aaron J. Pickell/		
<b>DATE SIGNED:</b>	10/29/2015		

OP \$90.00 3501048

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") dated this 22<sup>nd</sup> day of June, 2015 (the "Effective Date"), from Metro Athletic Medicine & Fitness, P.C., a New York professional corporation ("MSM"), and Sports Therapy and Rehabilitation PT, OT, PLLC, a New York professional limited liability company ("STAR", and together with MSM, each individually an "Assignor" and collectively, "Assignors") to Motion PT Holdings, Inc., a Delaware corporation ("Buyer"), and from Buyer to Motion PT Management, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee may also be referred to individually as a "Party" or collectively as the "Parties." Terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (defined below).

WHEREAS, under the terms of that certain Asset Purchase and Contribution Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignors, Assignee, Buyer, MSO Sports, LLC, a New York limited liability company, David S. Menche, M.D., Benjamin Gelfand, Michael Fox and Danielle Kagan, Assignors have transferred, conveyed, assigned, delivered and contributed to Assignee, among other assets, all Intellectual Property Rights included in the Transferred IP, including certain trademarks, patents, copyrights and domain names, and has agreed to execute and deliver this Assignment, for recording or filing as proof of transfer of ownership with appropriate governmental or other authorities; and

WHEREAS, the Parties agree that such assignment of the Transferred IP to Assignee shall be effected as follows: (i) each Assignor shall transfer and assign the Transferred IP to the Buyer, and (ii) immediately after the transfer and assignment described in the foregoing clause (i), Buyer shall transfer and assign all of such Transferred IP to Assignee.

NOW THEREFORE, for the mutual premises and covenants herein and under the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Trademark Assignment: Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby transfers and assigns to Buyer, and Buyer hereby transfers and assigns to Assignee, in each case, free and clear of all Liens other than Permitted Liens and in accordance with the terms of the Purchase Agreement, all of its rights in the trademarks, service marks, trade dress, logos, slogans, brand names and trade names included in the Transferred IP (collectively, the "Transferred Trademarks") and all registrations and registration applications relating thereto, including without limitation the registered trademarks listed on Schedule A, whether registered or unregistered, and the goodwill associated therewith, and the right to sue and collect damages for past infringement or dilution with respect to the foregoing.

2. Domain Name Assignment:

- a. Subject to the terms and conditions of the Purchase Agreement, each Assignor hereby transfers and assigns to Buyer, and Buyer hereby transfers and assigns to Assignee, in each case, free and clear of all Liens other than Permitted Liens and in accordance with the terms of the Purchase Agreement, all of its rights in the domain names included in the Transferred IP (the "Transferred Domain Names") including without limitation the Transferred Domain Names listed in Schedule A, together with the goodwill associated therewith or symbolized thereby.
- b. Each Assignor shall submit to Assignee or the applicable domain name registrar used by such Assignor for the Transferred Domain Names any information required by each applicable domain name registrar for the Transferred Domain Names to (i)

establish Assignee as the “Owner,” “Administrative Contact”, “Technical Contact” and “Billing Contact” for each such domain name and (ii) change the domain name server information necessary to enable Assignee to exercise its rights in and to such Transferred Domain Names, including to release and transfer possession and control of the Domain Names to Assignee, and agrees to initiate or cooperate with all appropriate and necessary transfer actions and processes with such Assignor’s current registrar and perform, follow or cooperate with Assignee on all procedures and actions specified by the registrar, and complete any documents or forms that may be required by the registrar, including, as necessary, executing documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrars, with copies to Assignee.

3. Recordation: Each Assignor consents to the recordation of this Assignment and agrees to, at the request of Assignee and at Assignee’s expense, execute and deliver any further documents and legal instruments as may be necessary by any jurisdiction or foreign governmental entity, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademarks and Domain Names, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. Severability: It is the desire and intent of the Parties that the provisions of this Assignment will be enforced to the fullest extent permissible under the Laws in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Assignment will be determined to be invalid or unenforceable, such provision will be deemed amended to delete therefrom the portion thus determined to be invalid or unenforceable, such deletion to apply to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions herein only with respect to the operation of such provision in the particular jurisdiction in which such determination is made.

5. Purchase Agreement Governs: This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. The Parties hereby acknowledge and agree that nothing in this Assignment, express or implied, is intended to or shall be construed to enlarge, modify or alter in any way the terms of the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Governing Law: This Assignment shall be governed by the law of the State of New York without reference to the choice of law doctrine of such state.

7. Headings: The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning and interpretation of this Assignment.

8. Execution: This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Assignment. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

*[Signature Page Below]*

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Assignment to be executed as of the date first indicated above.

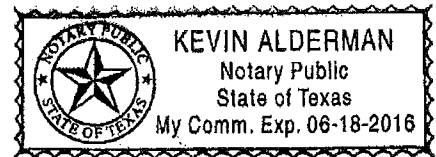
Assignor:

METRO ATHLETIC MEDICINE & FITNESS, P.C.

By: David S. Menche M.D.  
Name: David S. Menche, M.D.  
Title: President and CEO

On this 17<sup>th</sup> day of June, 2015, personally appeared before me David Menche, known to me to be the PRESIDENT / CEO of Metro Athletic Medicine & Fitness, P.C., who acknowledged that he signed this instrument as a free act on behalf of Metro Athletic Medicine & Fitness, P.C.

Notary Public: [Signature]



Assignor:

SPORTS THERAPY AND REHABILITATION PT, OT, PLLC

By: [Signature] 6/17/15  
Name: Benjamin Gelfand  
Title: Authorized Member

By: [Signature] 6/17/15  
Name: Michael Fox  
Title: Authorized Member

BENJAMIN GELFAND

On this 17th day of June, 2015, personally appeared before me Michael Fox known to me to be the member of Sports Therapy and Rehabilitation PT, OT, PLLC, who acknowledged that he signed this instrument as a free act on behalf of Sports Therapy and Rehabilitation PT, OT, PLLC.

Notary Public: [Signature]

**BRIAN J. OBERMAN**  
Notary Public, State of New York  
No. 02082922350  
Qualified in New York County  
Commission Expires Jan. 31, 2018

Buyer:

MOTION PT HOLDINGS, INC.

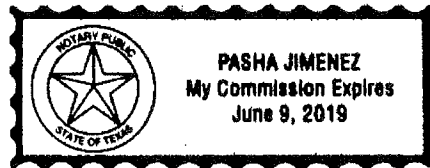
By: \_\_\_\_\_

Name: James Phillips

Title: Vice President

On this 18 day of June, 2015, personally appeared before me James Phillips, known to me to be the Vice President of Motion PT Holdings, Inc. who acknowledged that he signed this instrument as a free act on behalf of Motion PT Holdings, Inc.

Notary Public: \_\_\_\_\_



[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 005656 FRAME: 0097**

Assignee:

MOTION PT MANAGEMENT, INC.

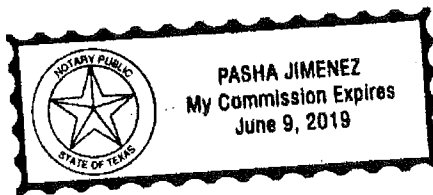
By: \_\_\_\_\_

Name: James Phillips

Title: Vice President

On this 18 day of June, 2015, personally appeared before me James Phillips, known to me to be the Vice President of Motion PT Management, Inc. who acknowledged that he signed this instrument as a free act on behalf of Motion PT Management, Inc.

Notary Public: \_\_\_\_\_



[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 005656 FRAME: 0098**



INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE A

MSM: None.

STAR: None.

**Trademarks**

**MSM:**

<b>Mark</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>USPTO Owner of Record</b>
METRO SPORTSMED	3501048	9/16/08	David Menche
THERAPY CARE	3400290 (IC 44)	3/18/08	David Menche
METRO SPORTSMED	3201116 (IC 41)	1/23/07	Metro SportsMed Corporation

**Non-registered Trademarks (common law rights)**

None.

**STAR:**

None.

**Non-registered Trademarks (common law rights)**

“STAR Treatment = STAR Results” (Unregistered trademark / tagline)



**Domain Names**

**MSM:**

<b>Domain</b>	<b>Expires On</b>	<b>Registrant</b>	<b>Registrar</b>
BESTPHYSICALTHERAPY.ORG	4/7/2016	Edward Miersch	GODADDY.COM, LLC
METROSPORTSMED.NET	4/7/2016	Edward Miersch	GODADDY.COM, LLC
METROSPORTSMED.NYC	4/6/2016	Edward Miersch	GODADDY.COM, LLC
METROSPORTSMED.ORG	4/7/2016	Edward Miersch	GODADDY.COM, LLC
METROSPORTSMED.US	4/7/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.BIZ	3/30/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.BZ	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.CO	3/30/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.GURU	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.INFO	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.NYC	3/30/2017	Edward Miersch	GODADDY.COM, LLC
MOTIONPHYSICALTHERAPY.US	3/30/2018	Edward Miersch	GODADDY.COM, LLC
MOTIONPT.BIZ	3/30/2017	Edward Miersch	GODADDY.COM, LLC
MOTIONPT.COMPANY	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPT.ME	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPT.ORG	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPT.SOLUTIONS	3/31/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPT.US	3/30/2017	Edward Miersch	GODADDY.COM, LLC
MOTIONPTHOLDINGS.COM	5/27/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTMANAGEMENT.COM	5/27/2020	Edward Miersch	GODADDY.COM, LLC
MOTIONPTMANAGEMENT.INFO	5/27/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTMANAGEMENT.NET	5/27/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTMANAGEMENT.NYC	5/26/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTMANAGEMENT.ORG	5/27/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTUSA.COM	6/1/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTUSA.INFO	6/1/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTUSA.NET	6/1/2016	Edward Miersch	GODADDY.COM, LLC
MOTIONPTUSA.ORG	6/1/2016	Edward Miersch	GODADDY.COM, LLC
MYPHYSICALTHERAPY.INFO	4/8/2016	Edward Miersch	GODADDY.COM, LLC
MYPHYSICALTHERAPY.NYC	4/6/2016	Edward Miersch	GODADDY.COM, LLC
MYPHYSICALTHERAPY.ORG	4/7/2016	Edward Miersch	GODADDY.COM, LLC
NYCPHYSICALTHERAPY.GURU	4/7/2016	Edward Miersch	GODADDY.COM, LLC
NYCPHYSICALTHERAPY.NYC	4/6/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPY.CITY	4/7/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPYNOW.INFO	4/8/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPYNOW.NYC	4/6/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPYNOW.TODAY	4/7/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPYNYC.CO	4/6/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPYNYC.GURU	4/7/2016	Edward Miersch	GODADDY.COM, LLC
PHYSICALTHERAPYNYC.NYC	4/6/2016	Edward Miersch	GODADDY.COM, LLC
Motion-USA.com	5/15/18	Edward Miersch	GODADDY.COM, LLC
Motion-USA.net	5/15/18	Edward Miersch	GODADDY.COM, LLC
MotionUSAPT.com	5/15/18	Edward Miersch	GODADDY.COM, LLC
MotionUSAPT.net	5/15/18	Edward Miersch	GODADDY.COM, LLC

Motion-PT.com	5/15/18	Edward Miersch	GODADDY.COM, LLC
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**STAR:**

Domain	Expires On	Registrant	Registrar
starphysicaltherapy.com	5/8/20	Sports Therapy And Rehabilitation, PT, OT, PLLC (Theresa Fox)	NETWORK SOLUTIONS, LLC
starphysicaltherapy.nyc	10/2/15	Theresa Fox	GODADDY.COM, LLC
starpt.nyc	10/2/15	Theresa Fox	GODADDY.COM, LLC
sportstherapyandrehabilitation.nyc	10/2/15	Theresa Fox	GODADDY.COM, LLC
<b>Facebook Page:</b> STARPhysicalTherapyNYC			Facebook
<b>Twitter Name:</b> @STARPTNYC			Twitter
<b>Instagram Page:</b> STARPTNYC			Instagram
<b>Yelp Page:</b> STAR Physical & Occupational Therapy			Yelp
<b>LinkedIn Page:</b> STAR Physical & Occupational Therapy			LinkedIn
<b>Google Places Page:</b> STAR Physical Therapy			Google