

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM488216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliant Management Group, L.L.C.		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3426134	RELIANT REHABILITATION	
Registration Number:	5427783	RELIANT REHABILITATION	
Registration Number:	5471471	RELIANT REHABILITATION	
Serial Number:	88032099	RELIANT REHABILITATION	
Serial Number:	88032151	RELIANT REHABILITATION	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Kristin Yohannan, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	26203.13700		
NAME OF SUBMITTER:	Kristin L. Yohannan		
SIGNATURE:	/s/ Kristin L. Yohannan		
DATE SIGNED:	08/31/2018		

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Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this “Agreement”), effective as of August 31, 2018, is made by Reliant Management Group, L.L.C., a Delaware limited liability company, located at 5800 Granite Parkway Suite 1000, Plano, TX 75024 (the “Grantor”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of August 31, 2018 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Reliant Acquisition Holdings., a Delaware corporation (the “Borrower”), Reliant Intermediate Holdings, Inc., a Delaware corporation, the Lenders and Cortland Capital Market Services LLC, as administrative agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of August 31, 2018, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the

benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

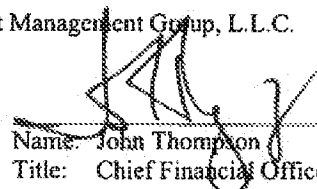
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Reliant Management Group, L.L.C.

By:

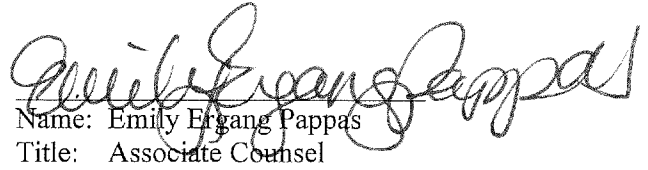

Name: John Thompson

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By:




Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule A



U.S. Trademark Registrations and Applications

TRADEMARKS:

Registrations:

Mark	Owner	App./Reg. No.	Filing/Reg. Date	Status
	Reliant Management Group, L.L.C.	77/264,934	Aug. 27, 2007	Registered
		3,426,134	May 13, 2008	
RELIANT REHABILITATION	Reliant Management Group, L.L.C.	87/569,790	Aug. 15, 2017	Registered
		5,427,783	March 20, 2018	
	Reliant Management Group, L.L.C.	87/569,838	Aug. 15, 2017	Registered
		5,471,471	May 15, 2018	

Applications:

Mark	Owner	App./Reg. No.	Filing/Reg. Date	Status
	Reliant Management Group, L.L.C.	88/032,099	July 10, 2018	Pending
	Reliant Management Group, L.L.C.	88/032,151	July 10, 2018	Pending