

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORA HEALTH SERVICES, INC.		06/15/2021	Corporation: DELAWARE
DYNAMIC PHYSICAL THERAPY, INC.		06/15/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	6339370	CORA PHYSICAL THERAPY
Registration Number:	6339371	CORA PHYSICAL THERAPY
Registration Number:	6339372	TREATING EVERYONE RIGHT
Registration Number:	6339373	CORAKIDS A CORA PHYSICAL THERAPY PROGRAM
Registration Number:	6334313	CORAKIDS
Registration Number:	6352730	ACTIVETRACKS
Registration Number:	6339374	CORA VISION
Registration Number:	5445030	CORA PHYSICAL THERAPY
Registration Number:	5450127	CORA PHYSICAL THERAPY
Registration Number:	4925710	WORKTRACKS
Registration Number:	2323760	CORA
Registration Number:	2250574	CORA
Registration Number:	5082030	WIGGLE ROOM
Registration Number:	5038997	A UNIQUE CULTURE OF INQUIRY
Registration Number:	5567957	ENHANCING HUMAN MECHANICS
Registration Number:	4922185	AT BODY GEARS, WE AREN'T AFRAID OF YOUR
Registration Number:	4895108	A NEW GENERATION OF PHYSICAL THERAPY

CH \$540.00 6339370

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5025111	BG BODYGEARS PHYSICAL THERAPY
Registration Number:	4922186	BODY GEARS
Serial Number:	90151893	ENOTES
Serial Number:	90151897	ENOTES

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: 312-577-8574

Email: humberto.aquino@katten.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-00262
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	06/15/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the Grantors identified on the signature pages hereto (each a “**Grantor**” and collectively, the Grantors) in favor of **BMO HARRIS BANK N.A.**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of June 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among such Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which such Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant Of Security Interest

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 Certain Limited Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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, that, and solely during the period, if any, in which the grant

of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. Termination

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by any Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORA HEALTH SERVICES, INC.,
DYNAMIC PHYSICAL THERAPY, INC.,
each as a Grantor

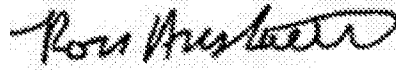
By: 
Name: Stephen Krzyminski
Title: Executive Vice President, Chief Financial
Officer and Assistant Treasurer

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 007327 FRAME: 0738

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.,
as Administrative Agent and Collateral Agent

A handwritten signature in black ink, appearing to read "Ross Anstaett", written over a light gray grid background.

By: _____

Name: Ross Anstaett

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007327 FRAME: 0739

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS & REGISTRATIONS

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
Cora Health Services, Inc.	CORA PHYSICAL THERAPY	90151884	9/1/20	6339370	5/4/21
Cora Health Services, Inc.	CORA PHYSICAL THERAPY	90151886	9/1/20	6339371	5/4/21
Cora Health Services, Inc.	TREATING EVERYONE RIGHT	90151888	9/1/20	6339372	5/4/21
Cora Health Services, Inc.	CORAKIDS A CORA PHYSICAL THERAPY PROGRAM	90151890	9/1/20	6339373	5/4/21
Cora Health Services, Inc.	CORAKIDS	90151889	9/1/20	6334313	4/27/21
Cora Health Services, Inc.	ACTIVETRACKS	90151891	9/1/20	6352730	5/18/21
Cora Health Services, Inc.	ENOTES	90151893	9/1/20	N/A	N/A
Cora Health Services, Inc.	ENOTES	90151897	9/1/20	N/A	N/A
Cora Health Services, Inc.	CORA VISION	90151899	9/1/20	6339374	5/4/21
Cora Health Services, Inc.	CORA PHYSICAL THERAPY	87516172	7/5/17	5445030	4/10/18
Cora Health Services, Inc.	CORA PHYSICAL THERAPY	87516173	7/5/17	5450127	4/17/18
Cora Health Services, Inc.	WORKTRACKS	86625063	5/11/15	4925710	3/29/16
Cora Health Services, Inc.	CORA	75610949	12/22/98	2323760	2/29/00
Cora Health Services, Inc.	CORA	75419646	1/19/98	2250574	6/1/99
Dynamic Physical Therapy, Inc. DBA Body Gears	WIGGLE ROOM	86971145	4/11/16	5082030	11/15/16

Dynamic Physical Therapy, Inc. DBA Body Gears	A UNIQUE CULTURE OF INQUIRY	86672994	6/24/15	5038997	9/13/16
Dynamic Physical Therapy, Inc. DBA Body Gears	ENHANCING HUMAN MECHANICS	86673008	6/24/15	5567957	9/25/18
Dynamic Physical Therapy, Inc. DBA Body Gears	AT BODY GEARS, WE AREN'T AFRAID OF YOUR PAIN	86672999	6/24/15	4922185	3/22/16
Dynamic Physical Therapy, Inc. DBA Body Gears	A NEW GENERATION OF PHYSICAL THERAPY	86673004	6/24/15	4895108	2/2/16
Dynamic Physical Therapy, Inc. DBA Body Gears	BG BODYGEARS PHYSICAL THERAPY	86673010	6/24/15	5025111	8/23/16
Dynamic Physical Therapy, Inc. DBA Body Gears	BODY GEARS	86673013	6/24/15	4922186	3/22/16