

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cindy Nelson, PT, Inc, d/b/a Nelson Pediatric Therapy		09/09/2022	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, 22nd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2559774	NELSON PEDIATRIC THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	073288-0335		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	09/13/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), by Cindy Nelson, PT, Inc, d/b/a Nelson Pediatric Therapy, an Arizona corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent for Lenders (as defined in the Credit Agreement referenced below) (together with its successors in such capacities, the "Agent").

Reference is made to (a) that certain Credit Agreement, dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the other Loan Parties (as defined therein) thereto, the Lenders (as defined therein) thereto and the Agent, and (b) that certain Pledge and Security Agreement, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Grantors (as defined therein) thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in all of its right, title and interest in the Collateral including the Trademark Collateral (as defined below), and are required to execute and deliver this Agreement. Consistent with the requirements set forth in the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Credit Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for its benefit and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in and to all of the following Intellectual Property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the "Trademark Collateral"):

A. all Trademark registrations and pending applications for Trademark registration in the U.S. Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;

B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

C. all proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" (and any component definition thereof) shall not include any Excluded Assets. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Security Agreement, the Trademark Collateral shall include, and the Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Credit Agreement and Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement and the Credit Agreement, 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 Credit Agreement, the terms of the Credit Agreement shall govern. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the Laws of the State of New York, without regard to conflict of laws principles.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties. Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

[Signature Pages Follow]

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


**CINDY NELSON, P.T., INC. D/B/A NELSON  
PEDIATRIC THERAPY**

DocuSigned by:

By: Mark Bush  
Name: Mark Bush  
Title: Vice President

**SCHEDULE I**

**U.S. Trademark Registrations:**

<b>Trademark/ Registration No./ Serial No./ Disclaimer</b>	<b>Status</b>	<b>Goods/Services</b>	<b>Owner</b>
<p><u>NELSON PEDIATRIC THERAPY and Design</u></p>  <p>RN: 2559774 SN: 75890161 Disclaimer: "PEDIATRIC THERAPY"</p>	<p>Renewed, July 30, 2021 Office Status: Registered and Renewed Int'l Class: 42 First Use: November 9, 1999 Filed: January 9, 2000 Registered: April 9, 2002 Last Renewal: April 9, 2022 Register Type: Principal Register</p>	<p>Int'l Class: 42 (Int'l Class: 42) Occupational Therapy, Physical Therapy, Speech and Hearing Therapy</p>	<p>Cindy Nelson, PT, Inc, d/b/a Nelson Pediatric Therapy (Arizona Corporation)</p> <p>122 E Loma Vista Drive, TEMPE, Arizona 852823524 United States of America</p>

**Applied for U.S. Trademark Registrations:** None.