

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foothills Therapy Partners, LLC		01/30/2023	Limited Liability Company: ARIZONA
Dresher Physical Therapy Specialists, LLC		01/30/2023	Limited Liability Company: DELAWARE
WorkSTEPS, Inc.		01/30/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6910433	WORKSTEPS	
Registration Number:	2134215	WORKSTEPS	
Registration Number:	6933847	FOOTHILLS SPORTS MEDICINE PHYSICAL THERA	
Registration Number:	6556990	FULL RECOVERY FOCUS	
Registration Number:	6309011	DRESHER PHYSICAL THERAPY	
Registration Number:	6374428	DRESHER PT@HOME	
Serial Number:	97127234	FOOTHILLS RECOVERY ZONE	
Serial Number:	97127230	FOOTHILLS RECOVERY ZONE	
Serial Number:	97120525	FOOTHILLS THERAPY PARTNERS	
Serial Number:	97118310	FOOTHILLS ACCELERATION AND SPORTS TRAINI	
Serial Number:	97118111	FAST	
Serial Number:	97114351	PROACTIVE PHYSICAL THERAPY	
Serial Number:	97114416	PROACTIVE PHYSICAL THERAPY	
Serial Number:	97072327	FOOTHILLS SPORTS MEDICINE PHYSICAL THERA	
CORRESPONDENCE DATA			

OP \$365.00 6910433

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1891862
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	01/31/2023

Total Attachments: 8
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page3.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page4.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page5.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page6.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page7.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page8.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page9.tif
source=01. Confluent Joinder No. 1 - Trademark Security Agreement Supplement (Executed)_LEGAL#page10.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of January 30, 2023, is made by each of the parties listed on Annex I hereto (each, a “**Grantor**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Amended and Restated Security Agreement, dated as of November 30, 2021 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

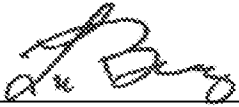
SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**FOOTHILLS THERAPY PARTNERS,
LLC,
DRESHER PHYSICAL THERAPY
SPECIALISTS, LLC,**
each as Grantor

By:  _____
Name: Laurence N. Benz
Title: President

WORKSTEPS, INC.,
as Grantor

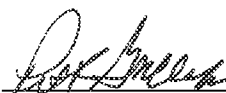
By: _____
Name: Peter Gallaher
Title: President

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**FOOTHILLS THERAPY PARTNERS,
LLC,
DRESHER PHYSICAL THERAPY
SPECIALISTS, LLC,
each as Grantor**

By: _____
Name: Laurence N. Benz
Title: President

**WORKSTEPS, INC.,
as Grantor**

By:  _____
Name: Peter Gallaher
Title: President

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____

Name:

Jessica L. Trario

Title:

Associate

jessica.l.trario@db.com

By: _____

Name:

Philip Tancorra

Title:

Vice President

philip.tancorra@db.com

212-250-6576

ANNEX I

1. WorkSTEPS, Inc., a Texas corporation
2. Foothills Therapy Partners, LLC, an Arizona limited liability company
2. Dresher Physical Therapy Specialists, LLC, a Delaware limited liability company

SCHEDULE A

Record Owner	Mark	Country/State	Reg./App. No.	Reg./ App. Date
WORKSTEPS, INC.	WORKSTEPS	USA	Reg. No.: 6910433	29-NOV-2022
WORKSTEPS, INC.	WORKSTEPS	USA	Reg. No.: 2134215	03-FEB-1998
FOOTHILLS THERAPY PARTNERS	FOOTHILLS RECOVERY ZONE	USA	App. No: 97127234	16-NOV-2021
FOOTHILLS THERAPY PARTNERS	FOOTHILLS RECOVERY ZONE & Design	USA	App. No: 97127230	16-NOV-2021
FOOTHILLS THERAPY PARTNERS	FOOTHILLS THERAPY PARTNERS	USA	App. No: 97120525	11-NOV-2021
FOOTHILLS THERAPY PARTNERS	FOOTHILLS ACCELERATION AND SPORTS TRAINING	USA	App. No: 97118310	10-NOV-2021
FOOTHILLS THERAPY PARTNERS	FAST & Design	USA	App. No: 97118111	10-NOV-2021
FOOTHILLS THERAPY PARTNERS	PROACTIVE PHYSICAL THERAPY	USA	App. No: 97114351	08-NOV-2021
FOOTHILLS THERAPY PARTNERS	PROACTIVE PHYSICAL THERAPY	USA	App. No: 97114416	08-NOV-2021
FOOTHILLS THERAPY PARTNERS	FOOTHILLS SPORTS MEDICINE PHYSICAL THERAPY	USA	App. No: 97072327	13-OCT-2021
FOOTHILLS THERAPY PARTNERS	FOOTHILLS SPORTS MEDICINE PHYSICAL THERAPY & Design	USA	Reg. No.: 6933847	13-OCT-2021

FOOTHILLS THERAPY PARTNERS	FULL RECOVERY FOCUS	USA	Reg. No.: 6556990	09-NOV-2021
DRESHER PHYSICAL THERAPY, INC.	DRESHER PHYSICAL THERAPY	USA	Reg. No. 6309011	30-MAR-2021
DRESHER PHYSICAL THERAPY, INC.	DRESHER PT@HOME	USA	Reg. No. 6374428	29-MAY-202