

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDTOWN MADISON MANAGEMENT, LLC as the successor in interest to Elm Park Capital Management, LLC		01/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MOTION PT MANAGEMENT, INC.		
Street Address:	1516 Hwy 138, 1C		
City:	Wall		
State/Country:	NEW JERSEY		
Postal Code:	07719		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5442258	MOTION PT GROUP	
Registration Number:	5325550	MOTION SPORTS MEDICINE	
Registration Number:	5303306	MOTION PT GROUP	
Registration Number:	3501048	METRO SPORTSMED	
Registration Number:	3400290	THERAPYCARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8167531000		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	091282-720698		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		

CH \$140.00 5442258

DATE SIGNED:	02/16/2023
Total Attachments: 3 source=MOTION-Elm Park - Trademark Release#page1.tif source=MOTION-Elm Park - Trademark Release#page2.tif source=MOTION-Elm Park - Trademark Release#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of January 31, 2023 (“Effective Date”) by MIDTOWN MADISON MANAGEMENT, LLC (as successor in interest to Elm Park Capital Management, LLC), as Agent for the Lender Group (the “Agent”), in favor of MOTION PT MANAGEMENT, INC., a Delaware corporation (the “Grantor”). All terms not herein defined, have the meanings set forth in the Credit Agreement or Trademark Agreement referenced below.

WHEREAS, Motion PT Holdings, Inc., the Grantor, and the Agent are parties to that certain Credit Agreement dated as of November 3, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Grantor was required to execute and deliver a Trademark Security Agreement dated as of November 3, 2017 (the “Trademark Agreement”) to the Agent for purposes of filing with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, pursuant to the Trademark Agreement and the Security Agreement defined therein, the Grantor granted to the Agent on behalf of the Lender Group, among other Trademark Collateral as set forth therein, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill in the trademarks, in, to and under the United States trademarks registrations and applications listed on the attached Schedule A (the “Trademarks”);

WHEREAS, the Trademark Agreement was recorded in the USPTO on November 3, 2017 at Reel/Frame 6195/0941;

WHEREAS, the Grantor has satisfied the terms of the Credit Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral, including the Trademarks on Schedule A; and

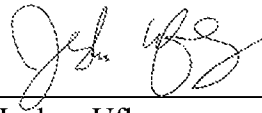
WHEREAS, the Agent wishes to release its security interest in the Trademark Collateral, including the Trademarks on Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Trademark Agreement and hereby terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including the Trademarks on Schedule A, and re-assigns, grants, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Trademark Collateral, including the Trademarks on Schedule A, that the Agent may hold.

Grantor authorizes and requests that this Release be filed and recorded with the USPTO or any other applicable government office.


IN WITNESS WHEREOF, the Agent has caused this Release to be executed, on behalf the Lender Group, by its duly authorized representative effective as of the Effective Date.

MIDTOWN MADISON MANAGEMENT, LLC
(as successor in interest to Elm Park Capital
Management, LLC), as Agent

By: 
Name: Joshua Ufberg
Title: Authorized Signatory

SCHEDULE A

Trademarks

Mark	Status	Registration Number	Owner
MOTION PT GROUP MOTION PT GROUP	Registered	5442258	MOTION PT MANAGEMENT, INC.
MOTION SPORTS MEDICINE MOTION SPORTS MEDICINE	Registered	5325550	MOTION PT MANAGEMENT, INC.
MOTION PT GROUP 	Registered	5303306	MOTION PT MANAGEMENT, INC.
METRO SPORTSMED METRO SportsMed	Registered	3501048	MOTION PT MANAGEMENT, INC.
THERAPYCARE Cross References: THERAPY CARE TherapyCare	Cancelled	3400290	MOTION PT MANAGEMENT, INC.