

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPT MANAGEMENT, LLC		12/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as collateral agent		
Street Address:	150 S. Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4855102	PROFESSIONAL	
Registration Number:	4554471	P PROFESSIONAL	
Registration Number:	4550289	LIFE IN ACTION	
Registration Number:	2939962	PROFESSIONAL ORTHOPEDIC AND SPORTS PHYSI	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0081		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/20/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of December 16, 2016 (this “**Agreement**”), among PPT MANAGEMENT, LLC, a Delaware limited liability company (the “**Grantor**”) and Golub Capital Markets LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of December 16, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, PPT MANAGEMENT HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), PPT ACQUISITION HOLDINGS, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the Credit Agreement dated as of December 16, 2016 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the applicable Security Agreement. The rules of construction specified in Section 1.01 of the applicable Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

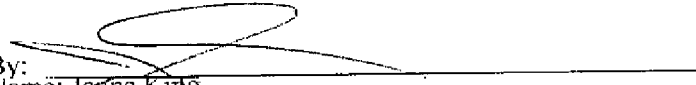
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the applicable Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Security 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 any Security Agreement, the terms of the applicable Security Agreement shall govern.

SECTION 4. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

PPT MANAGEMENT, LLC

By: 
Name: Janna King
Title: Vice President & General Counsel

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC as
Collateral Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005940 FRAME: 0519

Schedule I

United States Trademarks and Trademark Applications

Country	Trademark	Name of Registered Owner	Application / Registration Number
U.S.	PROFESSIONAL	PPT Management, LLC	4855102
U.S.	PROFESSIONAL AND DESIGN 	PPT Management, LLC	4554471
U.S.	LIFE IN ACTION	PPT Management, LLC	4550289
U.S.	PROFESSIONAL ORTHOPEDIC AND SPORTS PHYSICAL THERAPY AND DESIGN 	PPT Management, LLC	2939962