

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Agility Health, Inc.	08/23/2011
Agility Physical Therapy and Sports Performance, LLC	08/23/2011
BioCorrect, LLC	08/23/2011
Agility Health Rehabilitation, LLC	08/23/2011
Amato Physical Therapy Associates, Inc.	08/23/2011
Border Therapy Services, LLC	08/23/2011
Continuum Wellness Clinic, L.L.C.	08/23/2011
Peak Performance Sports and Physical Therapy, LLC	08/23/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	611 Woodward Avenue
<b>City:</b>	Detroit
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48226

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Patent Number:</b>	7069665

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Address Line 4: Ann Arbor, MICHIGAN 48104

OP \$40.00 7069665

ATTORNEY DOCKET NUMBER:	7-4419
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Total Attachments: 6 source=JPMorgan-Agility IP Security Agt#page1.tif source=JPMorgan-Agility IP Security Agt#page2.tif source=JPMorgan-Agility IP Security Agt#page3.tif source=JPMorgan-Agility IP Security Agt#page4.tif source=JPMorgan-Agility IP Security Agt#page5.tif source=JPMorgan-Agility IP Security Agt#page6.tif	

## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of Aug 23, 2011, is by **Agility Health, Inc.**, a Michigan corporation (the "Borrower"), **Agility Physical Therapy and Sports Performance, LLC**, a Michigan limited liability company, **BioCorrect, LLC**, a Michigan limited liability company, **Agility Health Rehabilitation, LLC**, a Michigan limited liability company, **Amato Physical Therapy Associates, Inc.**, a Missouri corporation, **Border Therapy Services, LLC**, a Texas limited liability company, **Continuum Wellness Clinic, L.L.C.**, an Arizona limited liability company, and **Peak Performance Sports and Physical Therapy, LLC**, a North Carolina limited liability company (collectively, the "Guarantors", and together with the Borrower, each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association (the "Lender").

### **Recitals**

A. The Borrower and Lender executed a Credit Agreement dated as of July 11, 2011 (as amended, modified, restated or refinanced from time to time, the "Credit Agreement"). In connection with the Credit Agreement, the Grantors executed a Pledge and Security Agreement dated as of July 11, 2011 (the "Security Agreement"), pursuant to which, among other things, the Grantors pledged, assigned and granted to the Lender a first-priority security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents and trademarks, to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

B. The Lender caused the recording before the United States Patents and Trademarks Office ("USPTO") of the security interests that it holds for its benefit in the Patents and Trademarks identified on Exhibit B of the Security Agreement. The Grantors are executing and delivering this Agreement to the Lender to facilitate the recording with the USPTO of the security interests that it holds for the benefit of the Lender in the Patents and Trademarks that are listed on Exhibit B of the Security Agreement.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantors hereby grant to the Lender, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors:

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application in the United States referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

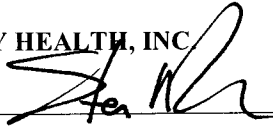
- (2) each patent and patent application, including without limitation, each patent and patent application in the United States referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith.

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

**AGILITY HEALTH, INC**

By:   
Name:  
Its:

**AGILITY PHYSICAL THERAPY AND SPORTS PERFORMANCE, LLC**

By:   
Name:  
Its:


**BIOCORRECT, LLC**

By:   
Name:  
Its:

**AGILITY HEALTH REHABILITATION, LLC**

By:   
Name:  
Its:

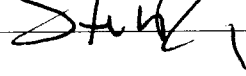
**AMATO PHYSICAL THERAPY ASSOCIATES, INC.**

By:   
Name:  
Its:

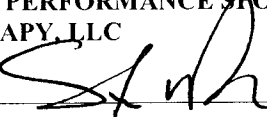
**BORDER THERAPY SERVICES, LLC**

By:   
Name:  
Its:

**CONTINUUM WELLNESS CLINIC, L.L.C.**

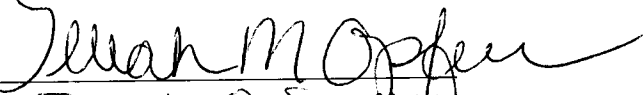
By:   
Name:  
Its:

**PEAK PERFORMANCE SPORTS AND PHYSICAL THERAPY, LLC**

By:   
Name:  
Its:

Acknowledged and Agreed:

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: Jeriah Opferman  
Title: Vice President

Signature Page to Patent & Trademark  
Security Agreement

**PATENT**  
**REEL: 026867 FRAME: 0629**

**SCHEDULE 1**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Date of Registration</b>
Agility Health	78314935	2003-10-17	2973972	2005-07-19
Agility Therapy	77321618	2007-11-05	3,535,663	2008-11-18
Agility Therapy logo	77668394	2009-02-11	3,672,707	2009-08-25

**SCHEDULE 2**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**U.S. Patents and Patent Applications**

<b>U.S. Patent Number/Patent Application Number</b>	<b>Patent Title</b>	<b>Filing Date &amp; Status</b>
Patent No: 7,069,665 Patent App. No: 10/604,418	Correcting Foot Alignment	07-18-2003/Patented Case