

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Physiotherapy Corporation		08/29/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3480514	PHYSIOKIDS	
<b>Serial Number:</b>	77471823	PHYSIOLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2698		
<b>Email:</b>	magdalini.rizakos@lw.com		
<b>Correspondent Name:</b>	Magdalini Rizakos c/o Latham & Watkins		
<b>Address Line 1:</b>	233 South Wacker Drive, Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Magdalini Rizakos		
<b>Signature:</b>	/mr/		
<b>Date:</b>	09/02/2008		

Total Attachments: 5

**900114982**

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## Second Lien Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2008, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Physiotherapy Associates, Inc. and Physiotherapy-BMI, Inc. (f/k/a Benchmark Medical, Inc.) (together, the "Borrowers"), Physiotherapy Associates Holdings, Inc. (f/k/a WSPT Holdings Corp.), the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrowers) has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of June 28, 2007, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PHYSIOTHERAPY CORPORATION,  
as Grantor

By:   
Name: Richard S. Binstein  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

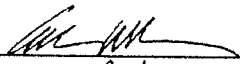
Very truly yours,

PHYSIOTHERAPY CORPORATION,  
as Grantor

By: \_\_\_\_\_  
Name: Richard S. Binstein  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: Adam Willis  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule I**  
**to**  
**Trademark Security Agreement**  
*Trademark Registrations*

REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
Physiotherapy Corporation	PHYSIOKIDS	3,480,514	August 5, 2008

TRADEMARK APPLICATIONS

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Date of Application</b>
Physiotherapy Corporation	PHYSIOLINK	77/471,823	May 12, 2008