

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NextCare Texas LLC		07/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3348115	PRIMACARE MEDICAL CENTERS
Registration Number:	3235953	PRIMACARE
Registration Number:	3632794	HEALTHCARE FOR THE WAY WE LIVE AND WORK
Registration Number:	3632792	WHERE YOU NEED US, WHEN YOU NEED US
Registration Number:	4179430	PRIMA BEAR
Registration Number:	3623582	PRIMAMED TRAINING INSTITUTE
Serial Number:	85227581	PRIMAMED
Serial Number:	77913924	PRIMAMED URGENT CARE
Serial Number:	77866069	PRIMACAREXPRESS
Serial Number:	77865927	PRIMACARE EXPRESS

**CORRESPONDENCE DATA**

Fax Number: 3128035299

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$265.00 3348115

*via US Mail.*

Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1996909
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/07/2013

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 31st day of July, 2013, NextCare Texas LLC, a Delaware limited liability company ("*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Bank of Montreal ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of NextCare, Inc. (the "*Borrower*") and certain affiliates of the Borrower, including but not limited to Debtor, as set out in that certain Security Agreement dated as of October 10, 2012 among Borrower, Debtor, NextCare Holdings, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

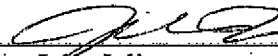
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

[Signature Page to Follow]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTCARE TEXAS LLC

By   
Name: John Julian  
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, As Agent

By 

Name: Andrew J. Bluta

Title: Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
PrimaCare Medical Centers	3348115	December 4, 2007
PrimaCare	3235953	May 1, 2007
“Healthcare for the Way We Live and Work Today”	3632794	June 2, 2009
“Where You Need Us, When You Need Us”	3632792	June 2, 2009
Prima Bear	4179430	July 24, 2012
PrimaMed Training Institute	3623582	May 19, 2009

**FEDERAL TRADEMARK APPLICATIONS**

TRADEMARK	APPLICATION NUMBER	DATE OF APPLICATION
PrimaMed	85227581	January 27, 2011
PrimaMed Urgent Care	77913924	January 18, 2010
PrimaCareExpress	77866069	November 5, 2009
PrimaCare Express	77865927	November 5, 2009