

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Assignment of Patent and Trademark Security Agreements re Reel 5086, Frame 0957																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Bank of Montreal, as existing Agent</td> <td></td> <td>02/04/2014</td> <td>Canadian Bank: CANADA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Bank of Montreal, as existing Agent		02/04/2014	Canadian Bank: CANADA																
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RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Madison Capital Funding LLC, as Successor Agent</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">30 South Wacker Drive, Suite 3700</td> </tr> <tr> <td>City:</td> <td colspan="3">Chicago</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">60606</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Madison Capital Funding LLC, as Successor Agent			Street Address:	30 South Wacker Drive, Suite 3700			City:	Chicago			State/Country:	ILLINOIS			Postal Code:	60606			Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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PROPERTY NUMBERS Total: 2																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85874991</td> <td>NEXTCARE URGENT CARE SUPER SOAPY</td> </tr> <tr> <td>Serial Number:</td> <td>85895074</td> <td>SUPER SOAPY</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85874991	NEXTCARE URGENT CARE SUPER SOAPY	Serial Number:	85895074	SUPER SOAPY															
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Serial Number:	85874991	NEXTCARE URGENT CARE SUPER SOAPY																									
Serial Number:	85895074	SUPER SOAPY																									
CORRESPONDENCE DATA																											
<p>Fax Number: 3125774565 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 312-577-8265 Email: kristin.brozovic@kattenlaw.com Correspondent Name: Kristin Brozovic c/o Katten Address Line 1: 525 W Monroe Street Address Line 4: Chicago, ILLINOIS 60661</p>																											
ATTORNEY DOCKET NUMBER:	214338-80																										
NAME OF SUBMITTER:	Kristin Brozovic																										
Signature:	/Kristin Brozovic/																										

CH \$65.00 85874991

TRADEMARK

Date:

03/04/2014

Total Attachments: 13

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ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENTS

This Assignment of Trademark Security Agreements dated as of February 4, 2014 (the "Assignment"), is made by and among Bank of Montreal, as the existing Agent (in such capacity, "Existing Agent"), Madison Capital Funding LLC, as the successor Agent (in such capacity, "Successor Agent"), NextCare, Inc., a Delaware corporation ("NextCare"), and NextCare Texas LLC, a Delaware limited liability company ("NextCare Texas"; NextCare and NextCare Texas, collectively, the "Grantors").

RECITALS

WHEREAS, the Grantors, Existing Agent and the Lenders party thereto are parties to that certain Credit Agreement dated as of October 10, 2012 (as has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, (i) NextCare and Existing Agent entered into that certain Trademark Security Agreement (attached hereto as Exhibit A) dated as of October 10, 2012, and recorded on October 10, 2012 with the Trademark Division of the United States Patent and Trademark Office at Reel 4878 and Frame 0496, (ii) NextCare and Existing Agent entered into that certain Trademark Security Agreement (attached hereto as Exhibit B) dated as of July 31, 2013, and recorded on August 7, 2013 with the Trademark Division of the United States Patent and Trademark Office at Reel 5086 and Frame 0957 and (iii) NextCare Texas and Existing Agent entered into that certain Trademark Security Agreement (attached hereto as Exhibit C) dated as of July 31, 2013, and recorded on August 7, 2013 with the Trademark Division of the United States Patent and Trademark Office at Reel 5087 and Frame 0132 (each as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Intellectual Property Security Agreements");

WHEREAS, concurrently with the execution and delivery of this Assignment, Existing Agent, Successor Agent, the Lenders (as defined in the Credit Agreement) party thereto, and the Grantors are entering into that certain Consent to Appointment of Successor Administrative Agent and Third Amendment to Amended and Restated Credit Agreement dated as of the date hereof (the "Appointment and Amendment");

WHEREAS, pursuant to the Appointment and Amendment, Existing Agent has assigned all of its rights, interests, duties, and obligations as Agent under the Intellectual Property Security Agreements to Successor Agent; and

WHEREAS, Successor Agent has accepted the assignment of the rights, remedies, and duties and assumes the obligations of Existing Agent, as Agent, under the Intellectual Property Security Agreements from Existing Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors, Existing Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Effective as of the Effective Date (as defined in the Appointment and Amendment), Existing Agent hereby assigns and transfers all of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreements to Successor Agent, and Successor Agent hereby accepts all of Existing Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreements. The execution and delivery of this Assignment shall not in any way affect or modify the liability of the Grantors under the Intellectual Property Security Agreements, it being understood and agreed that notwithstanding this Assignment, all of the obligations of the Grantors under the Intellectual Property Security Agreements shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Intellectual Property Security Agreements, or by its successors and assigns against the Grantors.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF ILLINOIS.

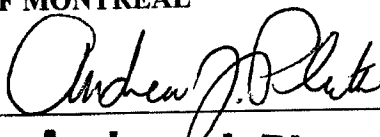
7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

EXISTING AGENT:

BANK OF MONTREAL

By: 
Name: Andrew J. Pluta
Title: Director

[Signature Page to Assignment of Trademark Security Agreements]

TRADEMARK
REEL: 005229 FRAME: 0498

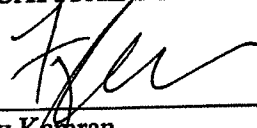
SUCCESSOR AGENT:

MADISON CAPITAL FUNDING LLC

By: _____

Name: Faraaz Kamran

Title: Managing Director

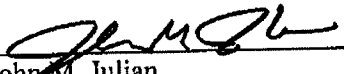


[Signature Page to Assignment of Trademark Security Agreement]


TRADEMARK
REEL: 005229 FRAME: 0499

GRANTORS:

NEXTCARE, INC., a Delaware corporation

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

NEXTCARE TEXAS LLC, a Delaware limited liability company

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

Assignment of Trademark Security Agreements

TRADEMARK
REEL: 005229 FRAME: 0500

EXHIBIT A

Trademark Security Agreement – NextCare, Inc. (October 10, 2012)

See attached.

EXHIBIT B

Trademark Security Agreement – NextCare, Inc. (July 31, 2013)

See attached.

TRADEMARK COLLATERAL AGREEMENT

This 31st day of July, 2013, NextCare, Inc., a Delaware corporation (“*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 Debtor and certain affiliates of Debtor as set out in that certain Security Agreement dated as of October 10, 2012 among 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, INC.

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
None.		

FEDERAL TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	DATE OF APPLICATION
NextCare Urgent Care Super Soapy	85874991	March 13, 2013
Super Soapy	85895074	April 4, 2013

EXHIBIT C

Trademark Security Agreement – NextCare Texas LLC (October 10, 2012)

See attached.