

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Health, Inc.		03/25/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as COLLATERAL AGENT		
Street Address:	10 S. DEARBORN, 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85741181	RAISING STANDARDS	
Serial Number:	85741149	RAISING STANDARDS IN EMERGENCY AND HOSPI	
Serial Number:	85741195	MESA MEDICAL GROUP	
Serial Number:	85741165	MESA MEDICAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39359		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	03/27/2014		
Total Attachments: 6 source=39359#page1.tif			

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TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2014, among TEAM HEALTH HOLDINGS, INC. (“Holdings”), TEAM HEALTH INC. (the “Borrower”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the “Collateral Agent”).

Reference is made to the Intellectual Property Security Agreement dated as of June 29, 2011 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Borrower, the Lenders party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 29, 2011 (as amended, supplemented or otherwise modified from time to time (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. Holdings is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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:

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

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant 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 hereafter acquired by such Grantor or in which such Grantor now has or hereafter in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles 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 or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

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

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks or the goodwill thereof.

3. 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 Security Agreement. Each 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 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 the Security Agreement, the terms of the Security Agreement shall govern.

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

TEAM HEALTH HOLDINGS, INC.

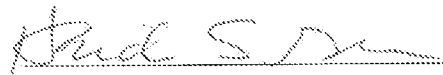
By: *[Signature]*
Name: *Hed. Allen*
Title: *General Counsel*

Trademark Security Agreement

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TRADEMARK
REEL: 005245 FRAME: 0470

TEAM HEALTH, INC.

By: 
Name: Fred Allen
Title: General Counsel

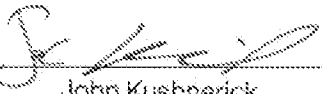
Trademark Security Agreement

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TRADEMARK
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JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by


Name: John Kushnerick
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule I - Trademarks

Mark	Ser. No.	Registration Date	Owner
RAISING STANDARDS	85/741,181	Sept. 28, 2012	Team Health, Inc.
RAISING STANDARDS IN EMERGENCY HOSPITAL MEDICINE	85/741,149	Sept. 28, 2012	Team Health, Inc.
MESA MEDICAL GROUP	85/741,195	Sept. 28, 2012	Team Health, Inc.
MESA MEDICAL GROUP and Design	85/741,165	Sept. 28, 2012	Team Health, Inc.

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