

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Urgent Cares of America Holdings, LLC		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midcap Financial, LLC		
<b>Street Address:</b>	7255 Woodmont Avenue		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4032823	FASTMED URGENT CARE PERSONAL CARE IN YOU	
<b>Registration Number:</b>	4024009	FASTMED	
<b>Registration Number:</b>	4209484	PAYWELL	
<b>Registration Number:</b>	4024059		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	615-850-8741		
<b>Email:</b>	rfelber@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	025987.38786		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>SIGNATURE:</b>	/ROBERT P. FELBER, JR./		
<b>DATE SIGNED:</b>	04/01/2014		

OP \$115.00 4032823

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (the “**Agreement**”) made as of this 31st day of March, 2014, by **URGENT CARES OF AMERICA HOLDINGS, LLC**, a Delaware limited liability company (“**Grantor**”) in favor of **MIDCAP FINANCIAL, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

### RECITALS

**A.** Grantor, certain of Grantor’s affiliates, Grantee and Lenders are parties to that certain Credit and Guaranty Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to Grantor by Lenders.

**B.** Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) the goodwill of the business symbolized by Grantor’s Trademarks, and (iv) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and certain of Grantor’s affiliates under the Credit Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the

“**Trademark Collateral**”), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Holdings of the Compliance Certificate required to be delivered by Holdings under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor, Grantor shall (i) provide Grantee a listing of any new Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the period corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications (other than “intent to use” applications), owned by Grantor as of the date hereof.

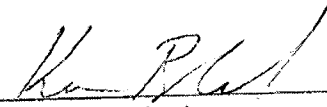
5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

URGENT CARES OF AMERICA  
HOLDINGS, LLC

By:   
Name: Kevin Blank  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

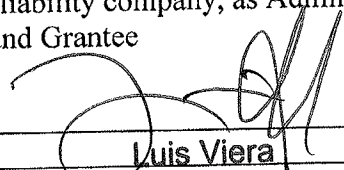
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TRADEMARK  
REEL: 005248 FRAME: 0419

Agreed and Accepted  
As of the Date First Written Above:

**GRANTEE:**

**MIDCAP FINANCIAL, LLC**, a Delaware  
limited liability company, as Administrative  
Agent and Grantee

By:   
Name: Luis Viera  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

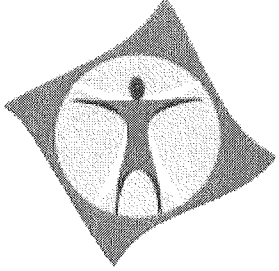
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**TRADEMARK**  
**REEL: 005248 FRAME: 0420**

**Schedule 1**

**Registered Trademarks**

<b>Grantor</b>	<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>
Urgent Cares of America Holdings, LLC	FASTMED URGENT CARE PERSONAL CARE IN YOUR NEIGHBORHOOD	4032823	September 27, 2011	Health care services, medical diagnostic services, medical services, radiology services, emergency medicine services and urgent/immediate care services, ambulatory care centers and medical clinics.
Urgent Cares of America Holdings, LLC	FASTMED	4024009	September 6, 2011	Health care services, medical diagnostic services, medical services, radiology services, emergency medicine services and urgent/immediate care services, ambulatory care centers and medical clinics.

Urgent Cares of America Holdings, LLC	PAYWELL	4209484	September 18, 2012	Financial transaction services, namely providing secure medical payment services; payment program for medical services providers' electronic payment, namely, electronic processing and transmission of bill payment data to healthcare providers and insurers.
Urgent Cares of America Holdings, LLC		4024059	September 6, 2011	Health care services, medical diagnostic services, medical services, radiology services, emergency medicine services and urgent/immediate care services, ambulatory care centers and medical clinics.



**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the “**Supplement**”) made as of this \_\_\_ day of \_\_\_\_\_, 201\_\_ by **URGENT CARES OF AMERICA HOLDINGS, LLC**, a Delaware limited liability company ( “**Grantor**”), in favor of **MIDCAP [\_\_\_\_\_], LLC**, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, “**Grantee**”):

**W I T N E S S E T H:**

**WHEREAS**, Grantor, certain of Grantor’s affiliates, Grantee and certain financial institutions are parties to that certain Credit and Guaranty Agreement dated as of March 31, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of March 31, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and

symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks (other than “intent to use” applications) owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted

As of the Date First Written Above

**GRANTEE:**

**MIDCAP FINANCIAL, LLC**, a Delaware  
limited liability company, as Grantee and  
Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Grantor</b>	<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Grantor</b>	<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>