

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Immediate Clinic Healthcare, Inc.		05/30/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3330244	DOCTORS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	045214-0004		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	05/30/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2014 (this "Security Agreement"), is made by IMMEDIATE CLINIC HEALTHCARE, INC., a Nevada corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, The Ensign Group, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto and the Administrative Agent have entered into a Credit Agreement, dated as of May 30, 2014 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of May 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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 pledges, assigns and transfers 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 security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names, trade names and other source or business identifiers, whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof, whether registered or unregistered, and all registrations and applications for the foregoing, and all goodwill of the business connected with the use thereof or symbolized thereby, now existing or hereafter acquired (provided that no security interest shall be granted in any United States intent-to-use trademark applications unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the U.S. Patent and Trademark Office pursuant to 15 U.S.C. §1051(c) or (d), solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of any such application or registration that issues from such application under applicable federal law), including, without limitation, those registered and applied-for trademarks and service marks referred to on Schedule I hereto;

(ii) all rights and privileges arising under applicable law with respect to the Grantor's use of any trademarks;

(iii) all renewals of the foregoing;

(iv) all rights corresponding to any of the foregoing throughout the world; and

(v) Proceeds (including licenses, royalties, income, fees, payments, claims, damages and proceeds of suit, and including all rights to sue and recover at law or in equity for any past, present and future infringement) of any or all of the foregoing.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this 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. In the event of any irreconcilable conflict between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.


Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS SECURITY AGREEMENT AND THE RIGHTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY 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.

IMMEDIATE CLINIC HEALTHCARE, INC., as
Grantor

By: 
Name: Soon Burnam
Title: Treasurer

[Signature Page to IMMEDIATE CLINIC HEALTHCARE, INC. Trademark Security Agreement]

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Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: _____

Name: David M. Felty

Title: Director

[Signature Page to IMMEDIATE CLINIC HEALTHCARE, INC. Trademark Security Agreement]

TRADEMARK
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SCHEDULE I

TRADEMARKS

I. REGISTERED TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
DOCTORS EXPRESS	77009286 28-SEP-2006	3330244 06-NOV-2007	Registered

II. TRADEMARK APPLICATIONS

None.