

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309216

| | | | |
|--|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| URGENT TEAM HOLDINGS, INC. | FORMERLY Wellnow Urgent Care Holdings, Inc. | 05/30/2014 | CORPORATION: DELAWARE |
| URGENT TEAM MANAGEMENT, LLC | FORMERLY Wellnow Urgent Care Management, LLC | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| URGENT TEAM MANAGEMENT OF TENNESSEE, LLC | FORMERLY Wellnow Urgent Care Management of Tennessee, LLC | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| URGENT TEAM MANAGEMENT OF MISSISSIPPI, LLC | FORMERLY Wellnow Urgent Care Management of Mississippi, LLC | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| URGENT TEAM MANAGEMENT OF ARKANSAS, LLC | FORMERLY Wellnow Urgent Care Management of Arkansas, LLC | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| CROSSROADS URGENT CARE, PLLC | | 05/30/2014 | Professional limited liability company: TENNESSEE |
| CONVENIENT CARE CLINIC, LLC | | 05/30/2014 | LIMITED LIABILITY COMPANY: TENNESSEE |
| URGENT TEAM OF ARKANSAS PHYSICIANS, LLC | FORMERLY Wellnow Urgent Care of Arkansas Physicians, LLC | 05/30/2014 | LIMITED LIABILITY COMPANY: INDIANA |
| URGENT TEAM MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC | FORMERLY Wellnow Urgent Care Management Of Arkansas Ancillary Services, LLC | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| URGENT TEAM MANAGEMENT OF GOLDEN TRIANGLE, LLC | | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| URGENT TEAM MANAGEMENT OF GREENWOOD, LLC | | 05/30/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| GOLDEN TRIANGLE URGENT CARE L.L.C. | | 05/30/2014 | LIMITED LIABILITY COMPANY: MISSISSIPPI |
| BURTON HILLS PRIMARY CARE, PLLC | | 05/30/2014 | Professional limited liability company: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 W. SIX MILE ROAD | | |
| TRADEMARK | | | |

CH \$40.00 76714459

| | |
|--------------------------|----------------------------------|
| Internal Address: | MC 7512 |
| City: | LIVONIA |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | Texas banking association: TEXAS |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------------------------------|
| Serial Number: | 76714459 | URGENT TEAM IMMEDIATE FAMILY CARE |

CORRESPONDENCE DATA

Fax Number: 8585506420

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.

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1600 URGENT TEAM

NAME OF SUBMITTER: ERIN O'BRIEN

SIGNATURE: /Erin O'Brien/

DATE SIGNED: 06/30/2014

Total Attachments: 18

source=Wellnow Urgent Team signed first amendment#page1.tif
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FIRST AMENDMENT TO
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement is entered into as of May 30, 2014 (the "Amendment"), by and between COMERICA BANK ("Bank") and URGENT TEAM HOLDINGS, INC., formerly known as Wellnow Urgent Care Holdings, Inc. ("HOLDINGS"), and each of the undersigned parties (each a "Borrower" and, collectively, "Borrowers").

RECITALS

Borrowers and Bank are parties to that certain Loan and Security Agreement dated as of June 25, 2013, as may be amended from time to time (the "Agreement") along with the other Loan Documents as defined in the Agreement, including but not limited to an Intellectual Property Security Agreement, dated as of June 25, 2013 (the "IPSA")

Borrowers have requested that Bank consent to the creation by Holdings of Urgent Team Management of Golden Triangle, LLC, a Delaware limited liability company ("Golden Triangle") and Urgent Team Management of Greenwood, LLC, a Delaware limited liability company ("Greenwood") and Golden Triangle Urgent Care L.L.C., a Mississippi limited liability company ("GTUC") and Burton Hills Primary Care, PLLC, a Tennessee professional limited liability company ("Burton Hills"), and Bank has agreed to so consent, subject to and in accordance with the terms and conditions contained herein.

Holdings has also advised Bank that several of the Borrowers have changed their names. The parties desire to amend the Agreement and the Loan Documents to reflect the name changes and to add Golden Triangle and Greenwood as Borrowers in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Bank consents to Holding's creation of Golden Triangle, Greenwood, GTUC and Burton Hills.
2. Addition of Golden Triangle, Greenwood, GTUC, and Burton Hills as Borrowers. Each reference to "Borrower" in the Agreement and the Loan Documents shall mean and refer to each of the Borrowers listed on the signature pages hereto, including Golden Triangle, Greenwood, GTUC, and Burton Hills, each individually and collectively, each of which is hereby deemed a Borrower under the Agreement and in the Loan Documents. Without limiting the generality of the foregoing, each of Golden Triangle, Greenwood, GTUC, and Burton Hills grants Bank a security interest in the Collateral to secure performance and payment of all Obligations under the Agreement. Golden Triangle, Greenwood, GTUC, and Burton Hills are referred to herein and on Annex A attached hereto as the "New Borrowers".
3. Borrower Name Change. The Borrowers who were parties to the Agreement as of June 25, 2013 and listed on Annex A to the Agreement as of June 25, 2013 are indicated on the Annex A attached hereto as the "Existing Borrowers". Annex A attached hereto reflects the current names of the Existing Borrowers as reflected in the amendment to each such Borrower's certified formation documents, copies of which Borrowers have delivered to Bank. Each reference to "Borrower" in the Agreement and the Loan Documents shall mean and refer to each of the current names of the Existing Borrowers, as amended and reflected on Annex A, attached hereto.
4. Annex A to the Agreement is amended by adding each of Urgent Team Management of Golden Triangle, LLC ("Golden Triangle") and Urgent Team Management of Greenwood, LLC ("Greenwood") and Golden Triangle Urgent Care L.L.C. ("GTUC") and Burton Hills Primary Care, PLLC ("Burton Hills") as Borrowers and by revising the names of certain Borrowers. Annex A to the Agreement is hereby amended and replaced in its entirety with Annex A, attached hereto.
5. A new Section 8.11 is added to the Agreement to read as follows:

8.11 Company Standing Revocable Instruction. If a Borrower revokes a Company Standing Revocable Instruction (as defined in Section 6.10(b)).

6. Exhibit C (Trademarks) to the IPSA is amended and restated in its entirety to Exhibit C, attached hereto.

7. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Each Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

6. Each Borrower (including without limitation the New Borrowers) represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and no Event of Default has occurred and is continuing.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

8. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance reasonably satisfactory to Bank, the following:


- (a) this Amendment duly executed by each Borrower;
- (b) an officer's certificate of the New Borrowers with respect to incumbency and resolutions authorizing the execution and delivery of this Amendment;
- (c) agreement to furnish insurance with respect to New Borrowers;
- (d) a UCC national financing statement for each of the New Borrowers;
- (e) an amendment to the Subordination Agreement with Petra Growth Fund II, L.P., duly executed by all parties thereto; and
- (f) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

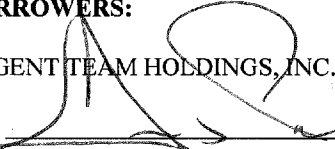
BANK:

COMERICA BANK

By: 
Title: VP

BORROWERS:


URGENT TEAM HOLDINGS, INC.

By: 
Title: _____


URGENT TEAM MANAGEMENT, LLC

By: 
Title: _____

URGENT TEAM MANAGEMENT OF TENNESSEE, LLC

By: 
Title: _____

URGENT TEAM MANAGEMENT OF MISSISSIPPI, LLC

By: 
Title: _____

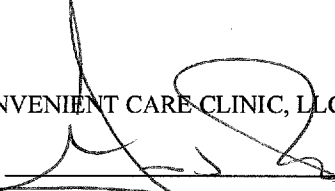
URGENT TEAM MANAGEMENT OF ARKANSAS, LLC

By: 
Title: _____

CROSSROADS URGENT CARE, PLLC

By: 
Title: _____

CONVENIENT CARE CLINIC, LLC

By: 
Title: _____

URGENT TEAM OF ARKANSAS PHYSICIANS, LLC

By: 
Title: _____

URGENT TEAM MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC

By: 
Title: _____

URGENT TEAM MANAGEMENT OF GOLDEN TRIANGLE, LLC

By: 
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

BANK:

COMERICA BANK

By: _____

Title: _____

BORROWERS:

URGENT TEAM HOLDINGS, INC.

By: _____

Title: _____

URGENT TEAM MANAGEMENT, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
TENNESSEE, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
MISSISSIPPI, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
ARKANSAS, LLC

By: _____

Title: _____

CROSSROADS URGENT CARE, PLLC

By: *[Signature]*

Title: _____

CONVENIENT CARE CLINIC, LLC

By: _____

Title: _____

URGENT TEAM OF ARKANSAS
PHYSICIANS, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
GOLDEN TRIANGLE, LLC

By: _____

Title: _____

41216893 v3

mb

TRADEMARK

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

BANK:

COMERICA BANK

By: _____

Title: _____

BORROWERS:

URGENT TEAM HOLDINGS, INC.

By: _____

Title: _____

URGENT TEAM MANAGEMENT, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
TENNESSEE, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
MISSISSIPPI, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
ARKANSAS, LLC

By: _____

Title: _____

CROSSROADS URGENT CARE, PLLC

By: _____

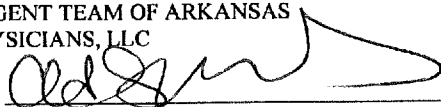
Title: _____

CONVENIENT CARE CLINIC, LLC

By: _____

Title: _____

URGENT TEAM OF ARKANSAS
PHYSICIANS, LLC

By:  _____ <

Title: _____

URGENT TEAM MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
GOLDEN TRIANGLE, LLC

By: _____

Title: _____

URGENT TEAM MANAGEMENT OF
GREENWOOD, LLC

By:  _____

Title: _____

BURTON HILLS PRIMARY CARE, PLLC

By:  _____

Title: _____

GOLDEN TRIANGLE URGENT CARE L.L.C.

By:  _____

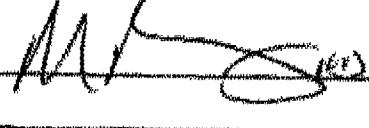
Title: _____

URGENT TEAM MANAGEMENT OF
GREENWOOD, LLC

By: _____

Title: _____

BURTON HILLS PRIMARY CARE, PLLC

By:  ✓

Title: _____

GOLDEN TRIANGLE URGENT CARE L.L.C.

By: _____

Title: _____

MWS

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ANNEX A
LIST OF BORROWERS

EXISTING BORROWERS:

1. URGENT TEAM HOLDINGS, INC. (formerly known as Wellnow Urgent Care Holdings, INC.);
2. URGENT TEAM MANAGEMENT, LLC (formerly known as Wellnow Urgent Care Management, LLC);
3. URGENT TEAM MANAGEMENT OF TENNESSEE, LLC (formerly known as Wellnow Urgent Care Management Of Tennessee, LLC);
4. URGENT TEAM MANAGEMENT OF MISSISSIPPI, LLC (formerly known as Wellnow Urgent Care Management Of Mississippi, LLC);
5. URGENT TEAM MANAGEMENT OF ARKANSAS, LLC (formerly known as Wellnow Urgent Care Management Of Arkansas, LLC);
6. CROSSROADS URGENT CARE, PLLC;
7. CONVENIENT CARE CLINIC, LLC;
8. URGENT TEAM OF ARKANSAS PHYSICIANS, LLC (formerly known as Wellnow Urgent Care Of Arkansas Physicians, LLC);
9. URGENT TEAM MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC (formerly known as Wellnow Urgent Care Management Of Arkansas Ancillary Services, LLC)

NEW BORROWERS:

10. URGENT TEAM MANAGEMENT OF GOLDEN TRIANGLE, LLC
11. URGENT TEAM MANAGEMENT OF GREENWOOD, LLC
12. GOLDEN TRIANGLE URGENT CARE L.L.C.
13. BURTON HILLS PRIMARY CARE, PLLC

EXHIBIT C

Trademarks

| Description | Registration/ Serial Number | Registration/ Application Date |
|-----------------------------------|--|---|
| WELLNOW | 85/516,362 | 01/13/12 |
| URGENT TEAM IMMEDIATE FAMILY CARE | 76/714,459 | 06/27/13 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 25, 2013 by and between **COMERICA BANK** (“**Bank**”) and **WELLOW URGENT CARE HOLDINGS, INC.**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT, LLC**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT OF TENNESSEE, LLC**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT OF MISSISSIPPI, LLC**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT OF ARKANSAS, LLC**, a Delaware limited liability company, **CROSSROADS URGENT CARE, PLLC**, a Tennessee professional limited liability company, **CONVENIENT CARE CLINIC, LLC**, a Tennessee limited liability company, **WELLOW URGENT CARE OF ARKANSAS PHYSICIANS, LLC**, an Indiana limited liability company, and **WELLOW URGENT CARE MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC**, a Delaware limited liability company (collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided, however, that such grant of security interest contained herein shall in no event extend to any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not

preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of each Grantor:

30 Burton Hills Boulevard, Suite 576
Nashville, TN 37215
Attn: Chief Executive Officer

GRANTOR:

WELLOW URGENT CARE HOLDINGS, INC.

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
TENNESSEE, LLC

By: Troy Spill
Title: CEO

WELLOW URGENT CARE MANAGEMENT OF
MISSISSIPPI, LLC

By: Troy Spill
Title: CEO

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS, LLC

By: Troy Spill
Title: CEO

CROSSROADS URGENT CARE, PLLC

By: _____
Title: _____

CONVENIENT CARE CLINIC, LLC

By: Troy Spill
Title: Manager

WELLOW URGENT CARE OF ARKANSAS
PHYSICIANS, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____
Title: _____

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GRANTOR:

Address of each Grantor:

30 Burton Hills Boulevard, Suite 576
Nashville, TN 37215
Attn: Chief Executive Officer

WELLOW URGENT CARE HOLDINGS, INC.

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
TENNESSEE, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
MISSISSIPPI, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS, LLC

By: _____
Title: _____

CROSSROADS URGENT CARE, PLLC

By: _____
Title: _____

CONVENIENT CARE CLINIC, LLC

By: _____
Title: _____

WELLOW URGENT CARE OF ARKANSAS
PHYSICIANS, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of each Grantor:

30 Burton Hills Boulevard, Suite 576
Nashville, TN 37215
Attn: Chief Executive Officer

WELLOW URGENT CARE HOLDINGS, INC.

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
TENNESSEE, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
MISSISSIPPI, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS, LLC

By: _____
Title: _____

CROSSROADS URGENT CARE, PLLC

By: _____
Title: _____

CONVENIENT CARE CLINIC, LLC

By: _____
Title: _____

WELLOW URGENT CARE OF ARKANSAS
PHYSICIANS, LLC

By:  _____
Title: M.D.

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____
Title: _____


1.

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: 
Title: Vice President

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

EXHIBIT B

Patents

| Description | Patent / Application Number | Issue / Application Date |
|--------------------|--|-------------------------------------|
|--------------------|--|-------------------------------------|

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|--------------------|--|---|
| WELLOW | 85/516,362 | 01/13/12 |