

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHYSASSIST SCRIBES, INC.		12/30/2014	CORPORATION: TEXAS
PREMIER HEALTH CARE SERVICES, INC.		12/30/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3813417	I AM SCRIBE	
Registration Number:	3813421	PHYSASSIST SCRIBES	
Registration Number:	3813419	TAKING THE DOC OUT OF DOCUMENTATION	
Registration Number:	4565733	TRAINING AMERICA'S SCRIBES	
Registration Number:	4608425	I AM SCRIBE UNIVERSITY	
Registration Number:	2786728	MBI SOLUTIONS	
Registration Number:	2221051	P PREMIER HEALTH CARE SERVICES, INC.	
Registration Number:	4344318	PREMIER PHYSICIAN SERVICES	
Registration Number:	4313947		
Registration Number:	1939914	NEW CENTURY PEDIATRICS	
Registration Number:	2187014	PREMIER HEALTH CARE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		

OP \$290.00 3813417

Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: CRS1- 39899

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 01/02/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2014, among PHYSASSIST SCRIBES, INC., a Texas corporation with an address at 6451 Brentwood Stair Road, Suite 100, Fort Worth, TX 76112 ("PS"), PREMIER HEALTH CARE SERVICES, INC., an Ohio corporation with an address at 332 Congress Park Drive, Dayton, Ohio 45459 ("PH"), and together with PS, the "Grantors," and each a "Grantor"), 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 Team Health Holdings, Inc. ("Holdings"), Team Health, Inc. (the "Borrower"), the Subsidiaries of Holdings identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Amendment and Restatement Agreement dated as of October 2, 2014 (the "Restatement Agreement") and the Amended and Restated Credit Agreement dated as of October 2, 2014 (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. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Restatement Agreement and the Credit Agreement and are 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, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, 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

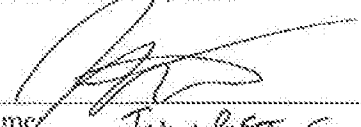
c. all other assets, rights and interests that uniquely reflect or embody the Trademarks or the goodwill thereof.

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.


PHYSASSIST SCRIBES, INC.

by


Name: John P. Stewart
Title: Asst. Sec.

PREMIER HEALTH CARE SERVICES, INC.

by


Name: John P. Stewart
Title: Asst. Secretary

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

by


Name: John Kushnerick
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule I – Trademarks

<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Owner</u>	<u>Registration Date</u>
I AM SCRIBE	3,813,417	PhysAssist Scribes, Inc.	July 6, 2010
PHYSASSIST SCRIBES	3,813,421	PhysAssist Scribes, Inc.	July 6, 2010
TAKING THE DOC OUT OF DOCUMENTATION	3,813,419	PhysAssist Scribes, Inc.	July 6, 2010
TRAINING AMERICA'S SCRIBES	4,565,733	PhysAssist Scribes, Inc.	July 8, 2014
I AM SCRIBE UNIVERSITY	4,608,425	PhysAssist Scribes, Inc.	September 23, 2014
MBI SOLUTIONS	2,786,728	Premier Health Care Services, Inc.	November 25, 2003
P PREMIER HEALTH CARE SERVICES, INC. (stylized and/or with design)	2,221,051	Premier Health Care Services, Inc.	February 2, 1999
PREMIER PHYSICIAN SERVICES	4,344,318	Premier Health Care Services, Inc.	May 28, 2013
3 P Design	4,313,947	Premier Health Care Services, Inc.	April 2, 2013

<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Owner</u>	<u>Registration Date</u>
NEW CENTURY PEDIATRICS	1,939,914	Premier Health Care Services, Inc.	December 5, 1995
PREMIER HEALTH CARE SERVICES	2,187,014	Premier Health Care Services, Inc.	September 8, 1998