

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
City Practice Group of New York, LLC		07/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Bank: GEORGIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	86124348	TOWNMD
Serial Number:	86124361	CITYMDJR
Serial Number:	86124367	CITYMDKIDS
Serial Number:	86124377	CITYMDPREMIER
Serial Number:	86124380	CITYMDACCESS
Serial Number:	86124385	CITYMDHEALTH
Serial Number:	86129467	TOWNMD
Serial Number:	86110148	CITYMD
Serial Number:	86129479	CITYMDJR
Serial Number:	86129489	CITYMDPREMIER
Serial Number:	86129493	CITYMDHEALTH
Serial Number:	86164850	CITYMDACCESS
Serial Number:	86124400	CITYMDAFTERCARE
Serial Number:	86124403	CITYMDCARES
Serial Number:	86129497	CITYMDCARES
Serial Number:	86129504	CITYMDAFTERCARE
Serial Number:	86360727	HEAL A CITYMD COMPANY
Serial Number:	86360728	HEAL A CITYMD COMPANY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86360729	BETTER FAST
Serial Number:	86360730	TAKE BACK HEALTH
Serial Number:	86129482	CITYMDKIDS

CORRESPONDENCE DATA

Fax Number: 7137513290
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: 704-503-2600
Email: tmccarthy@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 3900
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	52990.009271
NAME OF SUBMITTER:	Tucker W. McCarthy
SIGNATURE:	/Tucker W. McCarthy/
DATE SIGNED:	07/06/2015

Total Attachments: 8
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page1.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page2.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page3.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page4.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page5.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page6.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page7.tif
source=READY TO FILE TSA City Practice Group (NY) TM cover sheet#page8.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, CITY PRACTICE GROUP OF NEW YORK, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of July 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and SunTrust Bank, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement and 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, Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located other than Excluded Property (collectively, the “**Trademark Collateral**”):

(i) all of its Trademarks and Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) all renewals and extensions of the foregoing;

(ii) all goodwill of such Grantor’s business connected with the use of, and symbolized by, the Trademarks associated therewith;

(iii) all income, royalties, proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF 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 NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITY PRACTICE GROUP OF NEW YORK, LLC

By: 
Name: Lou Salamone
Title: Chief Financial Officer

Accepted and Agreed:



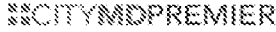
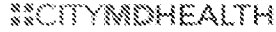
SUNTRUST BANK
as the Collateral Agent

By: *Dave Felty*
Name: Dave Felty
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>
City Practice Group of New York, LLC	TOWNMD*	86124348	11/20/2013
City Practice Group of New York, LLC	CITYMDJR***	86124361	11/20/2013
City Practice Group of New York, LLC	CITYMDKIDS***	86124367	11/20/2013
City Practice Group of New York, LLC	CITYMDPREMIER***	86124377	11/20/2013
City Practice Group of New York, LLC	CITYMDACCESS***	86124380	11/20/2013
City Practice Group of New York, LLC	CITYMDHEALTH***	86124385	11/20/2013
City Practice Group of New York, LLC	TOWNMD (logo) *	86129467	11/26/2013
			
City Practice Group of New York, LLC	CITYMD (logo) **	86110148	11/05/2013
City Practice Group of New York, LLC	CITYMDJR (logo) ***	86129479	11/26/2013
			
City Practice Group of New York, LLC	CITYMDPREMIER*** (logo)	86129489	11/26/2013
			
City Practice Group of New York, LLC	CITYMDHEALTH*** (logo)	86129493	11/26/2013
			
City Practice Group of New York, LLC	CITYMDACCESS*** (logo)	86164850	01/14/2014

City Practice Group of New York, LLC	CITYMDAFTERCARE****	86124400	11/20/2013
City Practice Group of New York, LLC	CITYMDCARES****	86124403	11/20/2013
City Practice Group of New York, LLC	CITYMDCARES (logo) ****	86129497	11/26/2013

##CITYMDCARES

City Practice Group of New York, LLC	CITYMDAFTERCARE**** (logo)	86129504	11/26/2013
--------------------------------------	-------------------------------	----------	------------

##CITYMDAFTERCARE

City Practice Group of New York, LLC	Heal a CityMD Company*	86360727	08/07/2014
--------------------------------------	------------------------	----------	------------

City Practice Group of New York, LLC	Heal a CityMD Company (logo) *	86360728	08/07/2014
--------------------------------------	-----------------------------------	----------	------------

heal
A CITYMD COMPANY

City Practice Group of New York, LLC	Better Fast****	86360729	08/07/2014
--------------------------------------	-----------------	----------	------------

City Practice Group of New York, LLC	Take Back Health*	86360730	08/07/2014
--------------------------------------	-------------------	----------	------------

City Practice Group of New York, LLC	CITYMDKIDS (logo) ****	86129482	11/26/2013
--------------------------------------	------------------------	----------	------------

##CITYMDKIDS