

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352144

| | | | |
|---|--|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CRH Healthcare, LLC | | 08/20/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| CRH GA Management, LLC | | 08/20/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Capstar Bank, as Administrative Agent | | |
| Street Address: | 201 Fourth Avenue North | | |
| Internal Address: | Suite 950 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37219 | | |
| Entity Type: | CORPORATION: TENNESSEE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86198150 | FAST. FRIENDLY. CARE. | |
| Serial Number: | 86328481 | PEACHTREE IMMEDIATE CARE | |
| Registration Number: | 4691784 | PEACHTREE | |
| Registration Number: | 3977218 | GET IN. GET OUT. GET BETTER! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6152446804 | | |
| <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: | 615-850-8159 | | |
| Email: | trademarkdocket@wallerlaw.com | | |
| Correspondent Name: | Tyler Layne | | |
| Address Line 1: | c/o Waller Lansden Dortch & Davis, LLP | | |
| Address Line 2: | 511 Union Street, Suite 2700 | | |
| Address Line 4: | Nashville, TENNESSEE 37219 | | |
| ATTORNEY DOCKET NUMBER: | 024617.54490 | | |
| NAME OF SUBMITTER: | Tyler Lane | | |

OP \$115.00 86198150

| | |
|---|--------------|
| SIGNATURE: | /TYLER LANE/ |
| DATE SIGNED: | 08/20/2015 |
| Total Attachments: 5 source=EXECUTED CapStar CRH Trademark Security Agreement#page1.tif source=EXECUTED CapStar CRH Trademark Security Agreement#page2.tif source=EXECUTED CapStar CRH Trademark Security Agreement#page3.tif source=EXECUTED CapStar CRH Trademark Security Agreement#page4.tif source=EXECUTED CapStar CRH Trademark Security Agreement#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 20th day of August, 2015, by **CRH HEALTHCARE, LLC**, a Delaware limited liability company (“**Healthcare**”) and **CRH GA MANAGEMENT, LLC**, a Delaware limited liability company (“**GA Management**”, together with Healthcare, each individually a “**Grantor**”, and collectively the “**Grantors**”) in favor of **CAPSTAR BANK**, 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. Grantors, certain of the Grantors’ 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 Healthcare by Lenders.

B. Pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by and among the Grantors, certain of the Grantors’ affiliates and the Grantee, each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under, whether now owned or hereafter acquired (collectively, “**Intellectual Property**”): (i) Trademarks and Trademark Licenses, (ii) Copyrights and Copyright Rights, (iii) Patents, (iv) Patent Licenses, (v) Software (including source codes, object codes, data and related documentation), (vi) URLs, (vii) confidential and proprietary information, including, without limitation, all trade secrets, technology, ideas, know-how formulae and customer and supplier lists, (viii) Works, (ix) all other proprietary rights, and (x) all Accessions and all Proceeds of any and all of the foregoing.

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, each Grantor agrees as follows:

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

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 Grantors provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement of, a continuing security interest in such 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 such 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. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature pages follow]

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

GRANTORS:

CRH HEALTHCARE, LLC

By: 

Name: Andrea Malik Roe

Title: Chief Financial Officer, Secretary and Treasurer

CRH GA MANAGEMENT, LLC

BY: CRH GEORGIA, LLC, its sole member

BY: CRH HEALTHCARE, LLC, its sole member

By: 

Name: Andrea Malik Roe

Title: Chief Financial Officer, Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

CAPSTAR BANK, as Administrative Agent
and Grantee


By: 

Name: David F. Bacon, Jr.

Title: Senior Vice President, Healthcare Group

Schedule 1

Trademark Applications

| Grantor | Trademark/Service Mark | Serial Number | Filing Date | Goods/Services |
|------------------------|---|----------------------|--------------------|--|
| CRH Healthcare, LLC | FAST. FRIENDLY. CARE. | 86198150 | 2/19/14 | Medical clinics, namely, medical clinics providing urgent and family medical care |
| CRH GA Management, LLC |  | 86328481 | 7/3/14 | Health care services, namely, immediate care, urgent care, and occupational medicine |

Trademarks

| Grantor | Trademark/Service Mark | Registration Number | Registration Date | Goods/Services |
|------------------------|-------------------------------|----------------------------|--------------------------|--|
| CRH GA Management, LLC | PEACHTREE | 4691784 | 2/24/15 | Health care services, namely, immediate care, urgent care, and occupational medicine |
| CRH GA Management, LLC | GET IN. GET OUT. GET BETTER! | 3977218 | 7/14/11 | Physician services |