

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerus Holdings, Inc.		09/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4046225	EMERUS ADVANCED EMERGENCY CARE	
Registration Number:	4046224	EMERUS THE EMERGENCY SPECIALISTS	
Registration Number:	4046115	EMERUS	
Serial Number:	86103352	EMERGENCY CARE AT THE SPEED OF LIFE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Daniel Puljic / JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	601755-185067		
NAME OF SUBMITTER:	Daniel Puljic		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	09/03/2015		
Total Attachments: 4			

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of September 1, 2015 (“Agreement”), between Emerus Holdings, Inc., a Delaware corporation (together with its successors and assigns, the “Assignor”), and KeyBank National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Parties (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of September 1, 2015 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among the Assignor (together with its successors and assigns, the “Borrower”), Emerus Intermediate Holdings, Inc., a Delaware Corporation (“Holdings”), the lenders party thereto (the “Lenders”), and the Collateral Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Guarantee and Collateral Agreement, dated as of September 1, 2015 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, Holdings, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all Trademarks (as defined in the Security Agreement), including trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks, including trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Trademarks, including trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all Trademarks, including trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement and Security Agreement;
- (viii) all Trademark Licenses (as defined in the Security Agreement) and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.


Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Parties. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EMERUS HOLDINGS, INC.

By: 
Name: Toby Hamilton
Title: President, Chief Executive Officer
& Secretary

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Peter W. Richer
Title: Managing Director

[Signature Page to Collateral Assignment of Trademarks]

NAL1500502330

TRADEMARK
REEL: 005616 FRAME: 0429

Schedule A
to Collateral Assignment of
Trademarks

<u>Trademarks</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
EMERUS ADVANCED EMERGENCY CARE	85014022	04/14/2010	4046225	10/25/2011
EMERUS THE EMERGENCY SPECIALISTS	85014020	04/14/2010	4046224	10/25/2011
EMERUS	77949914	03/03/2010	4046115	10/25/2011
EMERGENCY CARE AT THE SPEED OF LIFE	86103352	10/28/2013	N/A	N/A