

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IPC HEALTHCARE, INC.		11/23/2015	CORPORATION: DELAWARE

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:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4785884	IPC HEALTHCARE
Serial Number:	86497895	IPC HEALTHCARE IMPROVING PATIENT CARE
Registration Number:	4785879	IPC HEALTHCARE IMPROVING PATIENT CARE
Registration Number:	4789477	IPC HEALTHCARE
Registration Number:	3448918	IPC
Serial Number:	76071930	E-IPC
Registration Number:	2303823	IPC-LINK
Registration Number:	2361351	IPC-THE HOSPITALIST COMPANY
Serial Number:	75530324	

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

TRADEMARK

ATTORNEY DOCKET NUMBER:	CRS1-40679
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/24/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2015 (this "Agreement"), between IPC HEALTHCARE, INC. (f/k/a IPC The Hospitalist Company, Inc., f/k/a InPatient Consultants Management, Inc.) ("the 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 party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Amended and Restated Credit Agreement dated as of November 23, 2015 (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 Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 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.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, 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.

SECTION 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. The 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.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IPC HEALTHCARE, INC. (f/k/a IPC The Hospitalist
Company, Inc., f/k/a InPatient Consultants Management,
Inc.)

By: 

Name: David Jones

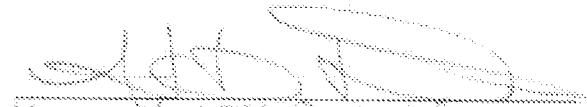
Title: Vice President and
Assistant Treasurer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005675 FRAME: 0619

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

by:



Name: HELEN D. DAVIS

Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

Schedule I

Trademarks


Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status	Expiration Date
 IPC HEALTHCARE & DESIGN	86502020 13-JAN-2015	4,785,884 04-AUG-2015	IPC HEALTHCARE, INC. (f/k/a IPC THE HOSPITALIST COMPANY, INC.)	Published (Pending)	(1) File Declaration of Continued Use anytime between August 4, 2020 and August 4, 2021; or file a Declaration of Incontestability at that time if the mark has been in continuous use in commerce for five (5) years after the date of registration; and (2) File Application for Renewal and Declaration of Continued Use anytime between August 4, 2024 and August 4, 2025.
 IPC HEALTHCARE IMPROVING PATIENT CARE	86497895 07-JAN-2015		IPC HEALTHCARE, INC. (f/k/a IPC THE HOSPITALIST COMPANY, INC.)	Published (Pending) Intent to Use	Notice of Allowance (NOA) sent (issued) to the applicant on July 14, 2015. Applicant must file a Statement of Use or Extension Request within six months of the NOA issuance date.

TRADEMARK

REEL: 005675 FRAME: 0621

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status	Expiration Date
IPC HEALTHCARE IMPROVING PATIENT CARE	86497882 07-JAN-2015	4,785,879 04-AUG-2015	IPC HEALTHCARE, INC. (f/k/a IPC THE HOSPITALIST COMPANY, INC.)	Published (Pending)	(1) File Declaration of Continued Use anytime between August 4, 2020 and August 4, 2021; or file a Declaration of Incontestability at that time if the mark has been in continuous use in commerce for five (5) years after the date of registration; and (2) File Application for Renewal and Declaration of Continued Use anytime between August 4, 2024 and August 4, 2025.
IPC HEALTHCARE	86478336 11-DEC-2014	4,789,477 11-AUG-2015	IPC HEALTHCARE, INC. (f/k/a IPC THE HOSPITALIST COMPANY, INC.)	Published (Pending)	(1) File Declaration of Continued Use anytime between August 11, 2020 and August 11, 2021; or file a Declaration of Incontestability at that time if the mark has been in continuous use in commerce for five (5) years after the date of registration; and (2) File Application for Renewal and Declaration of Continued Use

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status	Expiration Date
IPC 	77305576 16-OCT-2007	3448918 17-JUN-2008	IPC HEALTHCARE, INC. (f/k/a IPC - THE HOSPITALIST COMPANY, INC.)	Registered	File a declaration of use (or excusable nonuse) and an application for renewal between the 9th and 10th years after the registration date.
E-IPC	76071930 14-JUN-2000		IPC HEALTHCARE, INC. (f/k/a IN-PATIENT CONSULTANTS MANAGEMENT, INC.)	Abandoned Intent to Use	
IPC-LINK	75530363 04-AUG-1998	2303823 28-DEC-1999	IPC HEALTHCARE, INC. (f/k/a IPC THE HOSPITALIST COMPANY, INC.)	Renewed (Registered)	12-DEC-2019
IPC-THE HOSPITALIST COMPANY	75530488 04-AUG-1998	2361351 27-JUN-2000	IPC HEALTHCARE, INC. (f/k/a INPATIENT CONSULTANTS MANAGEMENT, INC.)	Renewed (Registered)	03-MAY-2020
Design Only	75530324		IPC HEALTHCARE, INC. (f/k/a IN-PATIENT	Abandoned	

Mark		App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status	Expiration Date
		04-AUG-1998		CONSULTANTS MANAGEMENT, INC.)		

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