

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERICARE OF CALIFORNIA MEDICAL GROUP		11/05/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OPUS BANK		
Street Address:	19900 MacArthur Blvd., 12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2730434	VERICARE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	47328000008 - SCHOENDORFF		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	12/14/2015		
Total Attachments: 5			
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CH \$40.00 2730434

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of November 5, 2015 by **VERICARE OF CALIFORNIA MEDICAL GROUP**, a California professional corporation ("Grantor") in favor of **OPUS BANK**, a California commercial bank, as lender (together with its successors and assigns, in such capacity, "Grantee"):

WITNESSETH:

WHEREAS, Grantor, certain affiliates of Grantor who may become party to the Credit Agreement as borrowers (together with Grantor, collectively, "Borrowers") and Grantee are parties to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrowers by the Lender;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, any applications therefore, (excluding U.S. intent-to-use applications unless and until a Statement of Use and Amendment to Allege Use shall have been filed with and accepted by the U.S. Patent and Trademark Office solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein or assignment thereof would impair the validity or enforceability of such intent-to-use application), whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Borrowers under the Credit Agreement;

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, and with the foregoing background and recitals incorporated by reference, Grantor, intending to be legally bound, agrees as follows:

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

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in, upon 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 or hereafter created, acquired or arising:

i. All Trademarks, including without limitation 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

ii. all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

(Signatures on Following Page)
(Remainder of Page Left Intentionally Blank)

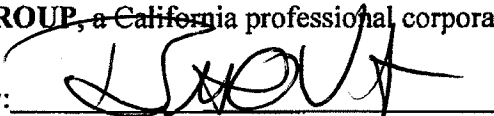
Signature Page to Trademark Security Agreement

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

GRANTOR:

**VERICARE OF CALIFORNIA MEDICAL
GROUP**, a California professional corporation

By: _____


Bennett O. Voit
Assistant Secretary

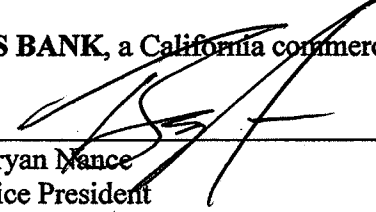
Signature Page to Trademark Security Agreement

Agreed and Accepted As of the Date
First Written Above

GRANTEE:

OPUS BANK, a California commercial bank

By: _____


Bryan Nance
Vice President

CHICAGO/#2768017

TRADEMARK
REEL: 005688 FRAME: 0325

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Word Mark	Mark Drawing Code	Serial Number	Registration Number	Registration Date	Type of Mark	Filing Date	Status 10/21/15
Vericare	Typed Drawing	76351986	2730434	6/24/2003	Service Mark	12/21/2001	Active

TRADEMARK APPLICATIONS

N/A