

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDWEST PHYSICIAN ADMINISTRATIVE SERVICES, LLC		12/29/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	Bank of America Plaza, 901 Main Street		
Internal Address:	Mailcode TX1-492-14-06; Attn: MAC LEGAL		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4708025	DMG AESTHETICS THE ART & SCIENCE OF BEAU	
Registration Number:	4332810	DUPAGE MEDICAL GROUP GET TREATED WELL	
Registration Number:	4486000	QEA QUALITY EFFICIENCY ACCESS	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
SIGNATURE:	/Katarzyna Schmidt/		
DATE SIGNED:	12/29/2015		
Total Attachments: 5			

OP \$90.00 4708025

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TRADEMARK SECURITY AGREEMENT

December 29, 2015

WHEREAS, MIDWEST PHYSICIAN ADMINISTRATIVE SERVICES, LLC, an Illinois 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, Grantor is party to a Security Agreement dated as of December 29, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, the other grantors party thereto and Bank of America, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") pursuant to which 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, Grantor hereby grants to the Collateral Agent 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**");

all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**");

all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

all 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

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 SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.

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.

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

**MIDWEST PHYSICIAN ADMINISTRATIVE
SERVICES, LLC**

By: 

Name: Michael W. Pacetti


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005698 FRAME: 0063**

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: OTSIK
Title: SVR

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005698 FRAME: 0064

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>
Midwest Physician Administrative Services, LLC	DMG AESTHETICS THE ART & SCIENCE OF BEAUTY A MEMBER OF DUPAGE MEDICAL GROUP	4708025	3/24/2015
Midwest Physician Administrative Services, LLC	DUPAGE MEDICAL GROUP GET TREATED WELL	4332810	5/7/2013
Midwest Physician Administrative Services, LLC	QEA QUALITY EFFICIENCY ACCESS	4486000	2/18/2014