

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRH FL Management, LLC		07/01/2016	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	
Registration Number:	3404961	WHEN YOU NEED A DOCTOR NOT AN APPOINTMEN	
Registration Number:	4390782	'FORE WHEN YOU'RE NOT FEELING UP TO PAR	
Registration Number:	4298171	WE PUT YOUR FAMILY IN OUR FAMILY MEDICIN	
Registration Number:	4561590	YOUR STUDENT NEIGHBORHOOD MEDICAL CENTER	
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:	tyler.layne@wallerlaw.com		
Correspondent Name:	Tyler N. Layne		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
NAME OF SUBMITTER:	Tyler N. Layne		
SIGNATURE:	/Tyler N. Layne/		
DATE SIGNED:	07/01/2016		
Total Attachments: 11			

OP \$115.00 3404961

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 1st day of July, 2016, by **CRH FL MANAGEMENT, LLC**, a Delaware limited liability company (“**Grantor**”) in favor of **CAPSTAR BANK**, in its capacity as Administrative Agent for the Lenders party to the A&R Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

RECITALS

A. Grantor, certain of the Grantor’s affiliates, Grantee and Lenders are parties to that certain Amended and Restated 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 “**A&R Credit Agreement**”), providing for extension of credit to be made to CRH Healthcare, LLC by Lenders.

B. Pursuant to the terms of the A&R Credit Agreement and that certain Security and Pledge Agreement, dated August 19, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by and among certain of the Grantor’s affiliates and the Grantee, to which the Grantor has been joined pursuant to Section 12.16(b) of the A&R Credit Agreement, 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, 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 A&R 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 Grantor provided for or created under any other Security Document, 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, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

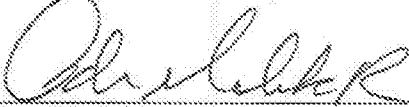
GRANTOR:

CRH FL MANAGEMENT, LLC

BY: CRH FLORIDA HOLDINGS, LLC, its sole
member

BY: CRH HEALTHCARE, LLC, its sole member

By:

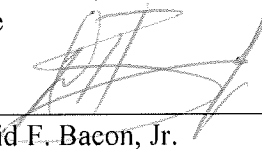

Name: Andrea Malik Roe

Title: Chief Financial Officer and Secretary

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

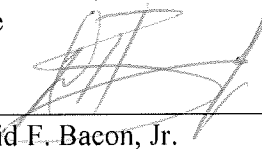
CAPSTAR BANK, as Administrative Agent
and Grantee

By: 
Name: David F. Bacon, Jr.
Title: Senior Vice President, Healthcare Group

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

Trademarks

Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Patients First North, Inc.	WHEN YOU NEED A DOCTOR NOT AN APPOINTMENT	77240244 July 27, 2007	3404961 April 1, 2008
Patients First, Inc.	'FORE WHEN YOU'RE NOT FEELING UP TO PAR	85679975 July 18, 2012	4390782 August 27, 2013
Patients First, Inc.	WE PUT YOUR FAMILY IN OUR FAMILY MEDICINE	85679306 July 17, 2012	4298171 March 5, 2013
Patients First, Inc.	YOUR STUDENT NEIGHBORHOOD MEDICAL CENTER	85917046 April 29, 2013	4561590 July 1, 2014

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) made as of this ___ day of _____, 201__ by **CRH FL MANAGEMENT, LLC**, a Delaware limited liability company (“**Grantor**”) in favor of **CAPSTAR BANK**, in its capacity as Administrative Agent for the Lenders party to the A&R Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantor, certain of the Grantor’s affiliates, Grantee and certain financial institutions are parties to that certain Amended and Restated Credit and Guaranty Agreement, dated as of July 1, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**A&R Credit Agreement**”);

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement, dated as of July 1, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the payment and performance of the Obligations (as defined in the A&R Credit Agreement) a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by any Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

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 agrees as follows:

1. 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 Grantor provided for or created under the A&R Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the A&R Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including 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 all products and proceeds of the forgoing, including without limitation, any claim by such 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, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that, as of the date hereof, Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Loan Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT 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.

5. Counterparts. This Supplement 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 Supplement to produce or account for more than one such counterpart.

[Signatures on Following Page]

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

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

CAPSTAR BANK, as Grantee and
Administrative Agent

By: _____

Name: _____

Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Grantor	Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Grantor	Trademark/Service Mark	Registration Number	Registration Date	Goods/Services