

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393258

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ER Centers of America, Inc.		07/28/2016	Corporation: TEXAS
Premier One Emergency Centers, LLC		07/28/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Dos Rios Partners, L.P., as agent
Street Address:	2911 Turtle Creek Blvd., Suite 1290
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86049842	A LEVEL ABOVE THE REST
Serial Number:	86049841	1P
Serial Number:	86711140	FAMILY ER + URGENT CARE 24 HR EMERGENCY
Serial Number:	86708754	FAMILY ER + URGENT CARE
Serial Number:	86188682	ER CENTERS OF AMERICA, INC. AND AN EMERG
Serial Number:	86261877	PREMIER ONE EMERGENCY CENTERS
Serial Number:	86041010	ER CENTERS OF AMERICA, INC. AN EMERGENCY
Serial Number:	86041022	ERCA LITTLE ELM AN EMERGENCY ROOM... NOT
Serial Number:	77753960	ER CENTERS OF AMERICA, INC AN EMERGENCY

CORRESPONDENCE DATA

Fax Number: 3122585600

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: 312-258-5724

Email: cbollinger@schiffhardin.com

Correspondent Name: Chris L. Bollinger

Address Line 1: P.O. Box 06079

Address Line 2: Schiff Hardin LLp

CH \$240.00 86049842

Address Line 4: Chicago, ILLINOIS 60606-0079

NAME OF SUBMITTER: Chris L. Bollinger

SIGNATURE: /Chris L. Bollinger/

DATE SIGNED: 08/01/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made this 28th day of July, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), **DOS RIOS PARTNERS, L.P.**, a Delaware limited partnership (“Dos Rios”), as administrative agent for the Holders (as defined below) (in such capacity, the “Agent”) for the benefit of itself, **DOS RIOS PARTNERS-A, L.P.**, a Delaware limited partnership (“Dos Rios-A”), and **FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC**, a Texas limited liability company (“Focus Strategies”, and together with Dos Rios and Dos Rios-A, collectively the “Initial Purchasers” and together with each of their successors and assigns, collectively the “Holders”).

WITNESSETH:

WHEREAS, pursuant to that certain Note and Securities Purchase Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and among **CFM INTERESTS, LTD.**, a Texas limited partnership, **CFM INTERESTS GP, LLC**, a Texas limited liability company, **ERCA LUBBOCK LLC**, a Texas limited liability company, **FAMILY ER LUBBOCK, LLC**, a Texas limited liability company, **ER CENTERS OF AMERICA, INC.**, a Texas corporation, **PREMIER ONE EMERGENCY CENTERS AT VALLEY RANCH, LLC**, a Texas limited liability company (collectively, the “Issuer”), **PREMIER ONE EMERGENCY CENTERS, LLC**, a Texas limited liability company (“Holdings”), the Initial Purchasers and the Agent, the Holders have agreed to make certain financial accommodations available to the Issuer from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Holders are willing to make the financial accommodations to the Issuer as provided for in the Purchase Agreement and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent and the Holders that certain Security Agreement, dated as of July 28, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Purchase Agreement and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 37 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent for the benefit of the Holders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its United States Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or any United States Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent, the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Holders with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Within ten (10) days after the end of each fiscal quarter, Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Agent to modify this Trademark Security Agreement by amending Schedule I without any action or consent by the Grantors to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 34 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

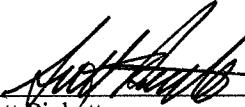
GRANTORS:

**ER CENTERS OF AMERICA, INC.
PREMIER ONE EMERGENCY CENTERS, LLC**

By:

Name:

Title:



Scott Pickett
Chief Executive Officer

Signature Page to Trademark Security Agreement

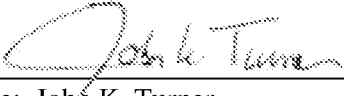
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**TRADEMARK
REEL: 005843 FRAME: 0834**

AGENT:

DOS RIOS PARTNERS, L.P.,
as Agent

By: DOS RIOS GP, LLC
Its: General Partner


By: 
Name: John K. Turner
Title: Manager


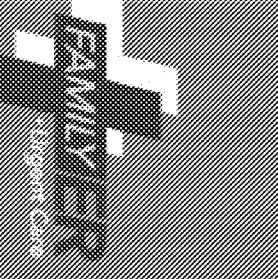
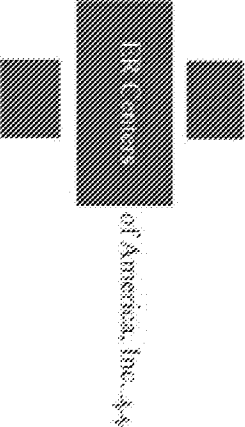
Signature Page to Trademark Security Agreement

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TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Mark	Serial / Registration No.	Filing / Registration Date
Premier One Emergency Centers, LLC formerly known as Premier One Emergency Centers, Inc.	A LEVEL ABOVE THE REST	86049842 4786431	8/28/2013 8/4/2015
Premier One Emergency Centers, LLC formerly known as Premier One Emergency Centers, Inc.		86049841 4732345	8/28/2013 5/5/2015
Premier One Emergency Centers, LLC	FAMILY ER + URGENT CARE 24 HR EMERGENCY + URGENT CARE	86711140 pending	7/31/2015 pending

Premier One Emergency Centers, LLC	 <p>24 HR EMERGENCY <i>+ Urgent Care</i></p>	86708754	7/29/2015
	 <p>FAMILY ER + URGENT CARE</p>	pending	pending
ER Centers of America, Inc.	<p>ER CENTERS OF AMERICA, INC. AND AN EMERGENCY ROOM...NOT A WAITING ROOM</p>  <p>ER Centers of America, Inc.</p> <p><small>ER Emergency Room - Not a Waiting Room</small></p>	86188682 4613044	2/10/2014 9/30/2014


None.


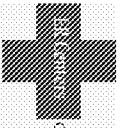
Trade Names

Common Law Trademarks

Grantor	Mark	Serial / Registration No.	Filing / Registration Date
Premier One Emergency Centers, LLC formerly known as Premier One Emergency Centers, Inc.	PREMIER ONE EMERGENCY CENTERS	86261877 (abandoned)	April 24, 2014

Trademarks Not Currently In Use

Grantor	Mark	Serial / Registration No.	Filing / Registration Date
ER CENTERS OF AMERICA, INC.	ER CENTERS OF AMERICA, INC. AN EMERGENCY ROOM...NOT A WAITING ROOM. 	86041010 (abandoned)	August 18, 2013
ER CENTERS OF AMERICA, INC.	<small>de Koningh, Steen, van o Schoningh, Bouda</small> ERCA LITTLE ELM AN EMERGENCY ROOM...NOT A WAITING ROOM	86041022	August 18, 2013

ER CENTERS OF AMERICA, INC.	 <p>Little Elm *</p> <p><small>For Emergency Room... Not a Waiting Room</small></p>	(abandoned)	
ER CENTERS OF AMERICA, INC.	 <p>ER CENTERS OF AMERICA, INC.</p> <p>ROOM... NOT A WAITING ROOM</p> <p><small>For Emergency Room... Not a Waiting Room</small></p>	77753960 (abandoned)	June 7, 2009

None.

Trademark Licenses