

900387822 12/07/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408078

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAPPY MOUNTAINS, LLC		11/22/2016	Limited Liability Company: Delaware
RECEIVING PARTY DATA			
Name:	ENHANCED CAPITAL CONNECTICUT FUND V, LLC		
Street Address:	300 Main St., 6th floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4974288	1	
Registration Number:	4969286	1 PHYSICIAN ONE URGENT CARE	
Registration Number:	4965133	PHYSICIAN ONE URGENT CARE	
Registration Number:	4965107	PHYSICIAN ONE URGENT CARE	
Registration Number:	4960888	PHYSICIANONE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	12/07/2016		
Total Attachments: 6			

OP \$140.00 4974288

source=ECP Happy Mountains Trademark Security Agreement#page1.tif
source=ECP Happy Mountains Trademark Security Agreement#page2.tif
source=ECP Happy Mountains Trademark Security Agreement#page3.tif
source=ECP Happy Mountains Trademark Security Agreement#page4.tif
source=ECP Happy Mountains Trademark Security Agreement#page5.tif
source=ECP Happy Mountains Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made this 22nd day of November, 2016, by and between **HAPPY MOUNTAINS, LLC**, a Delaware limited liability company (the “**Debtor**”), on the one hand, and **ENHANCED CAPITAL CONNECTICUT FUND V, LLC**, a Connecticut limited liability company (the “**Lender**”), on the other, in connection with that certain Loan and Security Agreement dated as of the date hereof by and between the Debtor and Lender (as amended and in effect from time to time, the “**Loan Agreement**”).

Debtor and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“**Collateral**” has the meaning set forth in Section 2.

“**PTO**” means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers, conveys and grants to Lender a security interest in and mortgage upon all of Debtor’s right, title and interest in, to and under all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (including such marks, names and applications as described in Schedule A, collectively, the “**Collateral**”).

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until this Agreement is terminated, or such termination is authorized, in each case in accordance with the Loan Agreement.

SECTION 3. [Reserved].

SECTION 4. [Reserved].

SECTION 5. [Reserved].

SECTION 6. [Reserved].

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. No party may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by or under the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except as provided in the Loan Agreement. In the event of any conflict between the terms and provisions of this Agreement and of the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of

transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. [Reserved].

SECTION 12. [Reserved].

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written,

DEBTOR:

HAPPY MOUNTAINS, LLC

By: *Lynne M Rosen*
Name: Lynne Rosen
Title: CEO

LENDER:

**ENHANCED CAPITAL CONNECTICUT
FUND V, LLC**

By: EHK
Name: Elizabeth H. Karter
Title: Managing Director

[Signature page to Trademark Security Agreement]

TRADEMARK

REEL: 005949 FRAME: 0868

SCHEDULE A
to
Trademark Security Agreement

Trademarks

Owner	Trademark	Registration Date	Serial No. / Registration No.	Country
Happy Mountains, LLC	Mark PHYSICIAN ONE logo	June 7, 2016	4,974,288	United States
Happy Mountains, LLC	Mark PHYSICIAN ONE URGENT CARE Design with Logo	May 31, 2016	4,969,286	United States
Happy Mountains, LLC	Mark PHYSICIAN ONE URGENT CARE stylized words	May 24, 2016	4,965,133	United States
Happy Mountains, LLC	Mark PHYSICIAN ONE URGENT CARE	May 24, 2016	4,965,107	United States
Happy Mountains, LLC	Mark PHYSICIANONE	May 17, 2016	4,960,888	United States

Trademark Applications

None.