

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN PHYSICIAN PARTNERS, LLC		12/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86872617	ALIGNMD	
Serial Number:	86882080	AMERICAN PHYSICIAN PARTNERS	
Serial Number:	86882057	AMERICAN HOSPITALIST COMPANY	
Serial Number:	86882069	AHC	
Serial Number:	86882043	AHC	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	/s/ Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		
DATE SIGNED:	12/22/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2016, by AMERICAN PHYSICIAN PARTNERS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), by and among Grantor, American Physician Holdings, LLC, APP Holdco, LLC and the other parties thereto as Guarantors, the Lenders party thereto from time to time and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger (in each case, as defined in the Credit Agreement), Lenders have agreed to make the Loans and certain financial accommodations to the Grantor and the other Guarantors;

WHEREAS, Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), by and among the Grantor, the other “Grantors” party thereto and GSSLG, as Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following personal property of such Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):
 - (a) all of the Trademarks owned by Grantor, and any and all Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
 - (b) all renewals, and, with respect to any Trademark Licenses, continuations or extensions, of the foregoing;
 - (c) all goodwill of the business of Grantor connected with the use of, and symbolized by, each such Trademark and, if and to the extent relevant, each Trademark License; and


(d) all royalties and other proceeds of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.
6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

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


AMERICAN PHYSICIAN PARTNERS, LLC

By: 
Name: John Rutledge
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as Collateral Agent

By:



Name: Greg Watts
Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL / REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
	American Physician Partners, LLC	86872617 / 5035385	01/12/2016 / 09/06/2016
	American Physician Partners, LLC	86882080	01/21/2016
	American Physician Partners, LLC	86882057	01/21/2016
	American Physician Partners, LLC	86882069	01/21/2016
	American Physician Partners, LLC	86882043	01/21/2016