

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medical Faculty Associates, Inc.		11/22/2016	Corporation: D.C.
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EagleBank		
<b>Street Address:</b>	2001 K Street NW, Suite 150		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20006		
<b>Entity Type:</b>	National Banking Association: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4203919	DOCTORS INTERNATIONAL	
<b>Registration Number:</b>	4482359	WHEN INNOVATION & EXPERIENCE COUNT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	rmcdougall@milesstockbridge.com		
<b>Correspondent Name:</b>	Miles & Stockbridge, P.C.		
<b>Address Line 1:</b>	1500 K Street NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Rebecca E. McDougall		
<b>SIGNATURE:</b>	/REMcDougall/		
<b>DATE SIGNED:</b>	12/30/2016		
<b>Total Attachments: 7</b>			
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COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 22<sup>nd</sup> day of November, 2016, by MEDICAL FACULTY ASSOCIATES, INC., a non-profit corporation organized under the laws of the District of Columbia (the "Assignor"), in favor of EAGLEBANK, a Maryland banking corporation (the "Lender") pursuant to the Financing Agreement (as defined below) for the Secured Parties (as defined in the Financing Agreement).

RECITALS

A. The Lender and the Assignor have entered into that certain Financing and Security Agreement, dated as of even date herewith, by and among the Assignor, the other Obligors (defined therein) and the Lender (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on Schedule A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on Schedule A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively herein as the "Trademarks".

C. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lender a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products or services sold under any one or more of the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Financing Agreement.

D. The Lender desires to have the interest of the Lender in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lender the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed, if any, under 15 U.S.C. § 1051(b) (the "Intent to Use Applications"), this Assignment is not intended to convey and will not be interpreted to convey to the Lender any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I  
ASSIGNMENT

Section 1.1 Rights Conveyed

In consideration of and pursuant to the terms of the Financing Agreement and each of the other

Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, as collateral security for the Obligations, the Assignor hereby grants, assigns and conveys to the Lender a security interest in, and Lien on, all of the Assignor's present and future right, title and interest in and to, and grants to the Lender a collateral assignment of, the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment.

Notwithstanding the foregoing or anything else to the contrary contained in any other Financing Document, the grant, assignment and conveyance pursuant to this Section 1.1 shall not include Excluded Property (provided, that, all proceeds of Excluded Property shall be Collateral unless such proceeds constitute Excluded Property and the Assignor hereby assigns, pledges and grants to the Lender, and agrees that the Lender shall have a perfected and continuing security interest in, and Lien on, all such proceeds of Excluded Property unless such proceeds constitute Excluded Property).

ARTICLE II  
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at each time an Advance is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state, and on the Assignor's knowledge:

2.1.1 As of the Closing Date, each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered. Following the Closing Date, each material registered Trademark is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III  
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until Payment in Full:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, Lenders and consultants in each case to the extent necessary for the Assignor's compliance with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lender prompt written notice thereof along with an amended Schedule A.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Financing Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until Payment in Full of the Obligations, and (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any. The Assignor shall not abandon any material Trademark without the consent of the Lender.

3.2.2 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense.

3.2.3 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lender upon demand as part of the Enforcement Costs, any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including any such legal fees and expenses incurred by the Lender in connection with the preparation of this Assignment, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV  
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Except during the occurrence and continuation of an Event of Default (a) the Assignor shall retain all rights and incidents of ownership of and shall have the exclusive nontransferable right to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Financing Agreement, the Assignor agrees not to sell or assign its interest in, or grant any license under, except in the ordinary course of the Assignor's business and only if such licensee is provided notice that the license is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the Trademarks, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, and under any other applicable law, following the occurrence and during the continuation of an Event of Default, upon notice to the Assignor, may take such action permitted hereunder or under the other Financing Documents or permitted by

applicable Laws, in its exclusive discretion, to foreclose upon the security interest in the Trademarks covered hereby. For such purposes the Assignor, upon the occurrence and during the continuance of an Event of Default, hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else in conjunction with the foreclosure of the Lender's security interest in the Trademarks. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreement, the Financing Documents and other obligations and until Payment in Full.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this Assignment and the Financing Agreement, the terms of the Financing Agreement shall govern.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon Payment in Full, (a) the grant, assignment and conveyance set forth in Section 1 above shall be automatically terminated and all rights and title granted to the Lender hereunder shall automatically be re-vested in the Assignor and (b) the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents necessary to effect and evidence (including any public record filings) the termination and re-vesting contemplated by this Section 4.4.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

[Signature Appears On Following Page]

ASSIGNOR'S SIGNATURE PAGE TO

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

MEDICAL FACULTY ASSOCIATES, INC.

Budget Nymal

By: Roy Santarella (SEAL)  
Name: Roy Santarella  
Title: Interim Chief Executive Officer

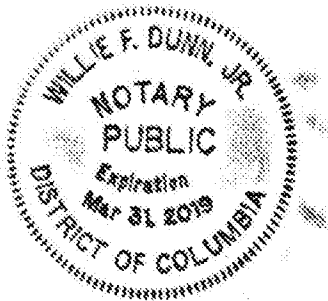
DISTRICT OF COLUMBIA ) ss:

On this 21<sup>st</sup> day of Nov., 2016, before me personally appeared Roy Santarella to me known and being duly sworn, deposes and says that s/he is the Interim Chief Executive Officer of Medical Faculty Associates, Inc., a non-profit corporation organized under the laws of the District of Columbia, the Assignor; that s/he signed the Assignment as Interim Chief Executive Officer of such non-profit corporation pursuant to the authority vested in her/him by law; that the within Assignment is the voluntary act of such non-profit corporation; and s/he desires the same to be recorded as such.

Willie F. Dunn, Jr.  
Notary Public

My Commission Expires: March 31, 2019

WILLIE F. DUNN, JR.  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 31, 2019





SCHEDULE A TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

LIST OF TRADEMARKS

Country	Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date
United States of America	DOCTORS INTERNATIONAL	Registered	85/566789	March 12, 2012	4,203,919	September 4, 2012
United States of America	WHEN INNOVATION & EXPERIENCE COUNT	Registered	85/798723	December 10, 2012	4,482,359	February 11, 2014

Except as set forth below, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons:

None.