

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oliver-Pyatt Centers, LLC		12/30/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4699894	CLEMENTINE	
Registration Number:	4707762	E	
Registration Number:	4699370	EMBRACE	
Registration Number:	4525514	OLIVER-PYATT CENTERS	
Registration Number:	3798226	OLIVER-PYATT CENTERS RECOVERY BEGINS NOW	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street		
Address Line 2:	Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Douglas A. Nail		
SIGNATURE:	/DAN/		
DATE SIGNED:	01/14/2017		

CH \$140.00 4699894

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2016, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Healthcare Financial Solutions, LLC (“**HFS**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2016 (as amended, restated or supplemented from time to time, the “**Credit Agreement**”), by and among Borrowers, Borrower Representative, Holdings, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and HFS, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Guaranty and Security Agreement, each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademark registrations and applications for registrations, including, without limitation, those referred to on Schedule 1 hereto; provided that no lien or security interest is granted on any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement or amendment is filed and accepted);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions that are, in the reasonable judgment of such Grantor, necessary or desirable in connection with their Trademarks subject to a security interest hereunder.

Section 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.

Section 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.

[Signature pages follow]

IN WITNESS WHEREOF, each 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.

OLIVER-PYATT CENTERS, LLC

By: Vicki Kroviak

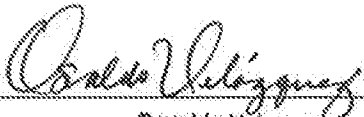
Name: **Vicki Kroviak**

Title: Chief Executive Officer

[Signatures continue on following page.]

ACCEPTED AND AGREED
as of the date first above written:



HEALTHCARE FINANCIAL SOLUTIONS, LLC, as
Agent

By 
Name Osvaldo Velazquez
Title Duly Authorized Signatory

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Grantor and Current Owner of Record
CLEMENTINE	US	86385683 9/4/2014	4699894 3/10/2015	REGISTERED	OLIVER-PYATT CENTERS, LLC
E (WORD & DESIGN) 	US	86350728 7/29/2014	4707762 3/24/2015	REGISTERED	OLIVER-PYATT CENTERS, LLC
EMBRACE	US	86348428 7/25/2014	4699370 3/10/2015	REGISTERED	OLIVER-PYATT CENTERS, LLC
OLIVER-PYATT CENTERS	US	86073292 9/24/2013	4525514 5/6/2014	REGISTERED	OLIVER-PYATT CENTERS, LLC
OLIVER-PYATT CENTERS RECOVERY BEGINS NOW. (WORD & DESIGN)  Recovery begins now.	US	77647426 1/12/2009	3798226 6/8/2010	REGISTERED	OLIVER-PYATT CENTERS, LLC