

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430576

<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>
City Practice Group USA, LLC		06/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4117854	CITYMD	
<b>Registration Number:</b>	4166816	CITYMD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F170648 PG USA		
<b>NAME OF SUBMITTER:</b>	Emily Ohannessian		
<b>SIGNATURE:</b>	/Emily Ohannessian/		
<b>DATE SIGNED:</b>	06/08/2017		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2017 (this “Agreement”), among City Practice Group USA, LLC (the “Grantor”) and Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement dated as of June 7, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among WP CITYMD BIDCO LLC, a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and Credit Suisse Securities AG, Cayman Islands Branch, as Administrative Agent, and that certain Collateral Agreement dated as of June 7, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

**SECTION 3. Termination.** Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

**SECTION 4. Collateral Agreement.** The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

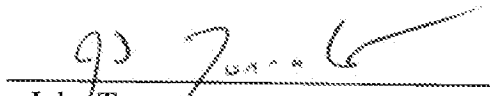
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

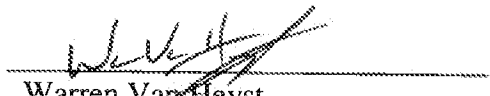
CITY PRACTICE GROUP USA, LLC,  
as Grantor

By

  
\_\_\_\_\_  
Name: Richard Park  
Title: Chief Executive Officer and  
Secretary


Credit Suisse AG, Cayman Islands  
Branch, as Collateral Agent

By:   
Name: John Toronto  
Title: Authorized Signatory

By:   
Name: Warren Van Heyst  
Title: Authorized Signatory

Schedule I

Registered Trademarks

TRADEMARK & DESIGN	REG./SERIAL NUMBER	REG./APP. DATE	OWNER
CityMD	4117854	March 27, 2012	City Practice Group USA, LLC
 CITYMD	4166816	July 3, 2012	City Practice Group USA, LLC