

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COLLATERAL ASSIGNMENT OF TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neighbors Emergency Center, LLC		09/16/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as administrative agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87064503	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87064305	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87064329	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87064342	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87064945	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87064967	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87064980	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87065012	BEST NEIGHBORS EVER.	
Serial Number:	87065918	NEIGHBORS EMERGENCY CENTER	
Serial Number:	87168368	NH NEIGHBORS HEALTH	
Serial Number:	87168390	NH	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Aanand A Mehta		
Address Line 1:	901 Lakeside Avenu		

CH \$290.00 87064503

Address Line 2: JONES DAY
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 601755-185075

NAME OF SUBMITTER: Aanand A Mehta

SIGNATURE: /Aanand A Mehta/

DATE SIGNED: 07/24/2017

Total Attachments: 16

source=9.16.16 Collateral Assignment of Trademarks#page1.tif
source=9.16.16 Collateral Assignment of Trademarks#page2.tif
source=9.16.16 Collateral Assignment of Trademarks#page3.tif
source=9.16.16 Collateral Assignment of Trademarks#page4.tif
source=9.16.16 Collateral Assignment of Trademarks#page5.tif
source=9.16.16 Collateral Assignment of Trademarks#page6.tif
source=9.16.16 Collateral Assignment of Trademarks#page7.tif
source=9.16.16 Collateral Assignment of Trademarks#page8.tif
source=9.16.16 Collateral Assignment of Trademarks#page9.tif
source=9.16.16 Collateral Assignment of Trademarks#page10.tif
source=9.16.16 Collateral Assignment of Trademarks#page11.tif
source=9.16.16 Collateral Assignment of Trademarks#page12.tif
source=9.16.16 Collateral Assignment of Trademarks#page13.tif
source=9.16.16 Collateral Assignment of Trademarks#page14.tif
source=9.16.16 Collateral Assignment of Trademarks#page15.tif
source=9.16.16 Collateral Assignment of Trademarks#page16.tif

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of September 16, 2016 ("Agreement"), between Neighbors Emergency Center, LLC, a Texas limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of November 19, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Neighbors Global Holdings, LLC, a Delaware limited liability company (together with its successors and assigns, the "Borrower"), the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of November 19, 2015 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

- (iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.

Section 5. Counterparts. This Agreement may be executed in any number of several counterparts (and may be delivered by fax or email transmission), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.


**NEIGHBORS EMERGENCY CENTER, LLC, a
Texas limited liability company**

By: Neighbors Health, LLC,
a Texas limited liability company, as Manager

By: _____
Name: Setul Patel
Title: President and Chief Executive Officer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,

By: 

Name: Thomas A. Crandell
Title: Senior Vice President

Schedule A
to Collateral Assignment of
Trademarks

Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in grey capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. Above the words is a gradient maroon circle with a white cross + in the center. The words and cross appear on a white background. The colors maroon, white and grey are distinctive features of the mark.</p> <div style="text-align: center;">  </div>	Texas Secretary of State	802484576	Filed 6/21/16
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p>	USPTO	87064503	Filed 6/8/16

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
	<p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in grey capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a maroon circle with a white cross + in the center. The words and cross appear on a white background. The colors maroon, white and grey are distinctive features of the mark.</p> 			
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in grey capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a maroon circle with a white cross + in the center. The words and cross appear on a white background. The</p>	Texas Secretary of State	802484572	6/21/16


Application
Filing Date
and/or
Registration
Date


Application
No. and/or
Serial No.

Filing
Authority


Trademark


Grantor



Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
	<p>colors maroon, white and grey are distinctive features of the mark.</p> 			
<p>Neighbors Emergency Center, LLC</p>	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold black lowercase letters and EMERGENCY CENTER is written in black capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a black circle with a white cross + in the center. The words and cross appear on a white background. The colors black and white are distinctive features of the mark.</p>	<p>USPTO</p>	<p>87064305</p>	<p>Filed 6/8/16</p>


Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
				
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in maroon capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a maroon circle with a white cross + in the center. The words and cross appear on a white background. The colors maroon and white are distinctive features of the mark.</p>	USPTO	87064329	Filed 6/8/16


<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
Neighbors Emergency Center, LLC	<p data-bbox="365 892 673 976">neighbors EMERGENCY CENTER</p> <p data-bbox="365 1029 860 1428">The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold white lowercase letters and EMERGENCY CENTER is written in white capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a white circle with a black cross + in the center. The words and cross appear on a black background. The colors white and black are distinctive features of the mark.</p> 	USPTO	87064342	Filed 6/8/16

Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold white lowercase letters and EMERGENCY CENTER is written in white capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a white circle with a maroon cross + in the center. The words and cross appear on a maroon background. The colors white and maroon are distinctive features of the mark.</p> 	USPTO	87064945	Filed 6/8/16
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in maroon capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. Above the words is a maroon circle with a white</p>	USPTO	87064967	Filed 6/8/16

Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
	<p>cross + in the center. The words and cross appear on a white background. The colors maroon and white are distinctive features of the mark.</p> 			
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold red lowercase letters and EMERGENCY CENTER is written in red capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. Above the words is a white circle with a red cross + in the center. The words and cross appear on a white background. The colors red and white are distinctive features of the mark.</p>	USPTO	87064980	Filed 6/8/16

Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
				
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording best neighbors ever. in which best neighbors ever is written in bold white lowercase letters followed by a period on a maroon background. The dot of the i and the period are square in shape. The colors maroon and white are distinctive features of the mark.</p> 	USPTO	87065012	Filed 6/8/16

Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold white lowercase letters and EMERGENCY CENTER is written in white capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a white circle with a maroon cross + in the center. The words and cross appear on a maroon background. The colors white and maroon are distinctive features of the mark.</p> 	USPTO	87065918	Filed 6/9/16
Neighbors Emergency Center, LLC	<p>neighbors HEALTH</p> <p>The mark consists of the stylized wording neighbors HEALTH in which neighbors is written in bold grey lowercase letters and HEALTH is written in grey capitalized letters. The word neighbors is</p>	USPTO	87168368	9/12/16

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
	<p>written above the word HEALTH. To the left of the words is a vertical light grey bar that is slightly overlapped with a diagonal lime green bar and a maroon cross that sits behind the diagonal light green bar. The left edge of the maroon cross extends to the light grey vertical bar and completes the 'H' shape of the mark, while the middle vertical bar of the maroon cross simultaneously completes the 'N' shape of the mark. The colors maroon, light grey, and lime green are distinctive features of this mark.</p> 			
Neighbors Emergency Center, LLC	<p>neighbors HEALTH</p> <p>The mark consists of a vertical light grey bar that is slightly overlapped with a diagonal lime green bar and a maroon cross that sits behind the diagonal light green bar. The left edge of the maroon cross extends to the light grey vertical bar and completes the 'H' shape of the mark, while the middle vertical bar of the maroon cross simultaneously completes the 'N' shape of the mark. The colors maroon, light grey, and lime green are distinctive features of this mark.</p>	USPTO	87168390	9/12/16

Grantor	Trademark	Filing Authority	Application No. and/or Serial No.	Application Filing Date and/or Registration Date
	