

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPC Acquisition, LLC		07/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC.		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5040550	THERAPY PARTNER	
Registration Number:	5067464	THERAPY PARTNER THE BUSINESS OF PRACTICE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	058423-0006		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/25/2017		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST --TRADEMARKS

July 25, 2017

WHEREAS, TPC Acquisition, LLC, a Delaware limited liability company (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Counterpart Agreement, dated as of July 25, 2017, by the Grantor in favor of TPG SPECIALTY LENDING, INC., as the Administrative Agent and Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"), the Grantor has become a grantor under that certain Pledge and Security Agreement, dated as of March 7, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

TPC ACQUISITION, LLC

By:



Name: Marc Thompson


Title: CFO

[PAYSIMPLE—TRADEMARK SECURITY AGREEMENT (TPC ACQUISITION, LLC)]

TRADEMARK
REEL: 006114 FRAME: 0047

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[Trademark Registrations and Applications]

Mark	Application No. Filing Date	Registration No. Registration Date
THERAPY PARTNER	86895128 02-FEB-2016	5040550 13-SEP-2016
 therapy partner <small>THE THERAPY PARTNER GROUP</small>	86895178 02-FEB-2016	5067464 25-OCT-2016