

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Physician Administrative Services, LLC		08/15/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4708025	DMG AESTHETICS THE ART & SCIENCE OF BEAU	
Registration Number:	4332810	DUPAGE MEDICAL GROUP GET TREATED WELL	
Registration Number:	4486000	QEA QUALITY EFFICIENCY ACCESS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	019557/0233		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	08/15/2017		

CH \$90.00 4708025

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent (and its permitted successors), for the benefit of the lenders referred to below, pursuant to the First Lien Guarantee and Collateral Agreement dated as of August 15, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the Company and the other “Grantors” referred to therein, in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, dated as of August 15, 2017, by and among Credit Suisse AG, Cayman Islands Branch, as Senior Agent, Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent, Holdings, the Company and the other Subsidiary Loan Parties party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 15, 2017 (this “Agreement”), is made by the person listed on the signature pages hereto (the “Pledgor”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent for the Secured Parties (as defined below) (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Credit Agreement, dated as of August 15, 2017, by and among the Midwest Physician Administrative Services LLC, an Illinois limited liability company (the “Borrower”), DMG Illinois Investments II LLC, a Delaware limited liability company (“Holdings”), Collateral Agent and the other persons signatory thereto (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the lender parties thereto have agreed to extend credit to the Pledgors subject to the terms and conditions set forth therein;

WHEREAS, the Pledgor is a party to a Guarantee and Collateral Agreement, dated as of August 15, 2017, in favor of the Collateral Agent (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Pledgor granted a continuing security interest in the Intellectual Property Collateral (as defined in the Security Agreement) to the Collateral Agent and is required to execute and deliver this Agreement;

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit

Agreement, the Pledgor hereby agrees for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. The Pledgor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and continuing lien on, all of its right, title and interest in and to the Patents, Copyrights and Trademarks, (including, without limitation, those items set forth on Schedule A). Notwithstanding anything herein (including Schedule A) to the contrary, for the avoidance of doubt, in no event shall the security interest and lien granted under this Security Agreement attach to (nor shall the Intellectual Property Collateral 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 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 or any intellectual property or rights therein or thereto if the grant of a security interest in such intellectual property would result in the cancellation or voiding of such intellectual property or such rights.

3. Purpose. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement and the security interest granted herein shall terminate with respect to all of the Pledgor’s obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor’s obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor, upon request, an instrument in writing releasing the security interest in the Intellectual Property Collateral granted pursuant to this Agreement. Additionally, the Collateral Agent shall reasonably cooperate with any efforts made by any Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and

delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

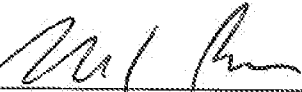
6. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

PLEDGOR:

**MIDWEST PHYSICIAN
ADMINISTRATIVE SERVICES, LLC**

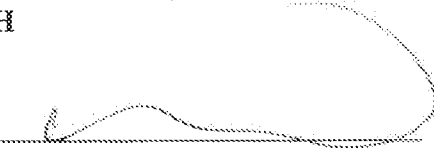
By: 
Name: Michael V. Pacetti
Title: Chief Financial Officer

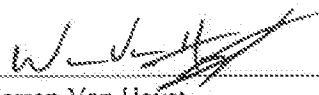
[Signature Page to Intellectual Property Security Agreement (Second Lien)]

**TRADEMARK
REEL: 006130 FRAME: 0426**

COLLATERAL AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Warren Van Heyst
Title: Authorized Signatory

Schedule A

I. Trademarks

1. Registered Trademarks

<u>Registered Trademarks</u>	Serial No. 86361569 Registration No. 4708025 Class & Type: 44; design plus words, letters and/or numbers Trademark Name: DMG AESTHETICS THE ART & SCIENCE OF BEAUTY A MEMBER OF DUPAGE MEDICAL GROUP Status: Registered Registration Date: 3/24/2015 Agent/Owner: Midwest Physician Administrative Services, LLC
	Serial No. 85572418 Registration No. 4332810 Class & Type: 44; design plus words, letters and/or numbers Trademark Name: DUPAGE MEDICAL GROUP GET TREATED WELL Status: Registered Registration Date: 5/7/2013 Agent/Owner: Midwest Physician Administrative Services, LLC
	Serial No. 85735583 Registration No. 4486000 Class & Type: 44; design plus words, letters and/or numbers Trademark Name: QEA QUALITY EFFICIENCY ACCESS Status: Registered Registration Date: 2/18/2014 Agent/Owner: Midwest Physician Administrative Services, LLC