

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439232

<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>
OB Hospitalist Group, Inc.		08/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent for the Secured Parties		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87334711	OBHG	
<b>Serial Number:</b>	87334729	ELEVATING THE STANDARD OF WOMEN'S HEALTH	
<b>Serial Number:</b>	87334689	OB HOSPITALIST GROUP	
<b>Serial Number:</b>	87334699	OB HOSPITALIST GROUP	
<b>Serial Number:</b>	87334741	OBHG MEDIA	
<b>Serial Number:</b>	87334748	OBHG UNIVERSITY OB HOSPITALIST GROUP EDU	
<b>Serial Number:</b>	87334761	OB EXCHANGE	
<b>Serial Number:</b>	87334778	OB S·A·F·E OB HOSPITALIST GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbleskin@schiffhardin.com		
<b>Correspondent Name:</b>	Jennifer Bleskin		
<b>Address Line 1:</b>	233 S Wacker Dr., Ste 7100		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Jennifer Bleskin		
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin		

OP \$215.00 87334711

<b>DATE SIGNED:</b>	08/14/2017
---------------------	------------

**Total Attachments: 5**

source=2L\_Trademark Security Agreement#page1.tif

source=2L\_Trademark Security Agreement#page2.tif

source=2L\_Trademark Security Agreement#page3.tif

source=2L\_Trademark Security Agreement#page4.tif

source=2L\_Trademark Security Agreement#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of August 1, 2017, is made by OB Hospitalist Group, Inc., a Delaware corporation (“**Grantor**) in favor of Wilmington Trust, National Association (“**Wilmington**”), as 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) and the other Secured Parties.

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement, dated as of August 1, 2017 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Ex Vivo Holdings LLC, a Delaware limited liability company (“**Holdings**”), Ex Vivo Merger Sub Inc., a Delaware corporation (“**Initial Borrower**”) (which on the Closing Date was merged with and into Grantor), Agent and the Lenders party thereto, the Secured Parties have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor is a party to that certain Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

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

2. Grant of Security Interest in Trademark Collateral. 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 Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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.

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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

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.

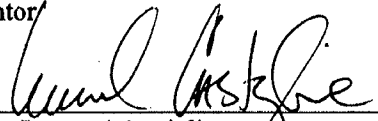
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

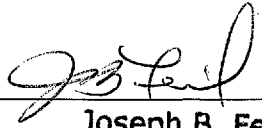
**OB HOSPITALIST GROUP, INC.,**  
as Grantor

By:   
Name: Leonard Castiglione  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006131 FRAME: 0840**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Joseph B. Feil  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<u>Owner/ Applicant</u>	<u>Title/ Trademark</u>	<u>Jurisdiction</u>	<u>Application No. / Filing Date</u>
OB Hospitalist Group, Inc.	OBHG	U.S. Federal	87334711 2/14/2017
OB Hospitalist Group, Inc.	ELEVATING THE STANDARD OF WOMEN'S HEALTHCARE	U.S. Federal	87334729 2/14/2017
OB Hospitalist Group, Inc.	OB HOSPITALIST GROUP	U.S. Federal	87334689 2/14/2017
OB Hospitalist Group, Inc.	OB HOSPITALIST GROUP	U.S. Federal	87334699 2/14/2017
OB Hospitalist Group, Inc.	OBHG MEDIA	U.S. Federal	87334741 2/14/2017
OB Hospitalist Group, Inc.	OBHG UNIVERSITY OB HOSPITALIST GROUP EDUCATION FOR LIFE	U.S. Federal	87334748 2/14/2017
OB Hospitalist Group, Inc.	OB EXCHANGE	U.S. Federal	87334761 2/14/2017
OB Hospitalist Group, Inc.	OB SAFE OB HOSPITALIST GROUP	U.S. Federal	87334778 2/14/2017