

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441425

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900417683

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
URGENT CARES OF AMERICA HOLDINGS I, LLC		08/15/2017	Limited Liability Company:
URGENT CARES OF AMERICA HOLDINGS, LLC		08/15/2017	Limited Liability Company:
FASTMED HOLDINGS, LLC		08/15/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington Street
Internal Address:	21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4032823	FASTMED URGENT CARE PERSONAL CARE IN YOU
Registration Number:	4024009	FASTMED
Registration Number:	4209484	PAYWELL
Registration Number:	4024059	

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 212.310.8561

Email: juan.arias@weil.com

Correspondent Name: Sean McClay

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	SEAN MCCLAY 27593.0004
NAME OF SUBMITTER:	Sean McClay
SIGNATURE:	/Sean McClay/
DATE SIGNED:	08/31/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2017, is made by each the entity listed on the signature pages hereof (the "Grantor"), in favor of Cortland Capital Market Services LLC ("Cortland"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 15, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and Cortland Capital Market Services LLC, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to 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, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by the Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. 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.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

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.

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, each 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.

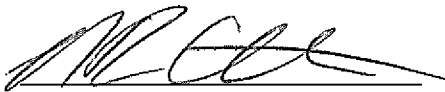
**URGENT CARES OF AMERICA HOLDINGS
I, LLC, as Grantor**

By: _____
Name: Robert Hutchison
Title: Chief Financial Officer

**URGENT CARES OF AMERICA HOLDINGS,
LLC, as Grantor**


By: _____
Name: Robert Hutchison
Title: Chief Financial Officer,

FASTMED HOLDINGS, LLC, as Grantor

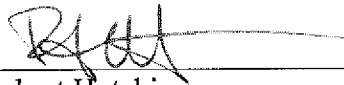
By: 
Name: Nathan Ott
Title: Vice President

IN WITNESS WHEREOF, each 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.

**URGENT CARES OF AMERICA HOLDINGS
I, LLC, as Grantor**

By: 
Name: Robert Hutchison
Title: Chief Financial Officer

**URGENT CARES OF AMERICA HOLDINGS,
LLC, as Grantor**


By: 
Name: Robert Hutchison
Title: Chief Financial Officer,

FASTMED HOLDINGS, LLC, as Grantor

By: _____
Name: Nathan Ott
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

Cortland Capital Market Services LLC
as Administrative Agent

By: 

Name:
Title: **Polina Arsenyeva**
Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trade Mark	Owner	Country	Trade mark number	Filing date	Registration date
FASTMED URGENT CARE PERSONAL CARE IN YOUR NEIGHBORHOOD	Urgent Cares of America Holdings , LLC	USA	4032 823	January 29, 2011	September 27, 2011
FASTMED	Urgent Cares of America Holdings , LLC	USA	4024 009	December 10, 2010	September 6, 2011
PAYWELL	Urgent Cares of America Holdings , LLC	USA	4209 484	February 6, 2012	September 18, 2012
	Urgent Cares of America Holdings , LLC	USA	4024 059	March 9, 2011	September 6, 2011
FastMed Urgent Care personal care in your neighborhood (stylized and with design)	Urgent Cares of America Holdings , LLC	USA/ NC	0205 70		January 1, 2011
URGENT CARES OF AMERICA	Urgent Cares of America Holdings , LLC	USA/ NC	1943 8		May 12, 2008

TRADEMARK APPLICATIONS

None.