

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unified Physician Management, LLC		11/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87665896	CAPITAL WOMEN'S CARE WORKING TOGETHER FO	
Serial Number:	87665899	CAPITAL WOMEN'S CARE	
Registration Number:	4954547	UNIFIED PHYSICIAN MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	11/28/2017		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Unified Physician Management, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Delaware LLC
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 27, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Antares Capital LP

Street Address: 500 West Monroe Street

City: Chicago

State: Illinois

Country USA Zip: 60661

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware USA
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule I attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4252276

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

November 27, 2017

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2017 (this "Agreement"), between UNIFIED PHYSICIAN MANAGEMENT, LLC, a Delaware limited liability company (the "Grantor"), with its mailing address at 1501 Yamato Road, Suite 200 West, Boca Raton, Florida 33431, and ANTARES CAPITAL LP, as administrative agent (in such capacity, the "Agent"), with its mailing address at 500 West Monroe Street, Chicago, Illinois 60661.

Reference is made to (a) the Guarantee and Collateral Agreement dated as of November 27, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), entered into by, *inter alia*, Unified Physician Management Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), the Grantor, as the borrower, the subsidiaries from time to time party thereto and the Agent and (b) the Credit Agreement dated as of November 27, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Grantor, as the borrower, the lenders from time to time party thereto (the "Lenders"), and Agent, as administrative agent.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations (as such term is defined in the Credit Agreement), the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

UNIFIED PHYSICIAN MANAGEMENT, LLC

By: *R. Robert LaGalia*
Name: R. Robert LaGalia
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ANTARES CAPITAL LP, as

Agent

K. Craig Gallehugh



By: _____

Name: K Craig Gallehugh

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARK	DESCRIPTION	APPLICATION NO./DATE	REGISTRATION NO./DATE	STATUS	OWNER/ASSIGNEE
	Medical services, medical services in the field of obstetrics and gynecology; consulting services in the field of medical care	87665896 31-OCT-2017	n/a	Pending	Owner: Unified Physician Management LLC
CAPITAL WOMEN'S CARE	Medical services; medical services in the field of obstetrics and gynecology; consulting services in the field of medical care	87665899 31-OCT-2017	n/a	Pending	Owner: Unified Physician Management LLC
	Physician practice management services for others	86701436 22-JUL-2015	4954547 10-MAY-2016	Registered	Owner: Unified Physician Management LLC

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