

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Village Practice Management Company, LLC		12/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Athyrium Opportunities II Acquisition LP		
Street Address:	530 Fifth Avenue, Floor 25		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5314840	VILLAGEMD	
Serial Number:	87488616	PHIL	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Adela Woliansky		
Address Line 1:	250 Vesey Street		
Address Line 2:	JONES DAY		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	812116-600001		
NAME OF SUBMITTER:	Adela Woliansky		
SIGNATURE:	/Adela Woliansky/		
DATE SIGNED:	12/14/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **ATHYRIUM OPPORTUNITIES II ACQUISITION LP**, a Delaware limited partnership (“**Athyrium**”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, **VILLAGE PRACTICE MANAGEMENT COMPANY, LLC**, a Delaware limited liability company (the “**Company**”) has entered into a Note Purchase Agreement, dated as of December 13, 2017, by and among the Company, each of the purchasers (together with their successors and permitted assigns, the “**Purchasers**”) named on Schedule I to the Note Purchase Agreement, and Athyrium, in its capacity as agent for the Purchasers (in such capacity, together with its successors and assigns, the “**Note Agent**”) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of December 13, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from the Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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, including 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 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 security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 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 the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 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 subject to a security interest hereunder.

Section 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.

Section 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 without reference to conflicts of law provisions (other than Section 5-1401 of the New York General Obligations Law). In addition, the provisions of Sections 8.7, 8.8, 8.11, and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.**

[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.

VILLAGE PRACTICE MANAGEMENT
COMPANY, LLC, as Grantor

By: 

Name: Tim Barry

Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

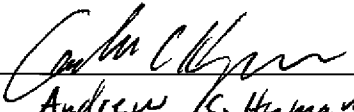
TRADEMARK
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AGREED AND ACCEPTED:

ATHYRIUM OPPORTUNITIES II ACQUISITION LP,
as Collateral Agent, as a Secured Party and as a Purchaser

By: Athyrium Opportunities Associates II LP,
its general partner

By: Athyrium GP Holdings LLC,
its general partner

By: 
Name: Andrew K. Hyman
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

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**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Owner	Trademark	Country	Serial No.	Reg No.	Filing Date	Reg. Date
Village Practice Management Company, LLC	VILLAGEMD	United States	87154979	5314840	August 30, 2016	October 24, 2017

2. APPLICATIONS

Owner	Trademark	Country	Serial No.	Filing Date
Village Practice Management Company, LLC	PHIL	United States	87488616	June 14, 2017