

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IPC Healthcare, Inc.		02/01/2018	Corporation:
Spectrum Healthcare Resources, Inc.		02/01/2018	Corporation:
After Hours Pediatrics, Inc.		02/01/2018	Corporation:
PhysAssist Scribes, Inc.		02/01/2018	Corporation:
Daniel & Yeager, LLC		02/01/2018	Limited Liability Company:
Team Health, LLC		02/01/2018	Limited Liability Company:
Exigence Management Company, Inc.		02/01/2018	Corporation:
Premier Health Care Services, Inc.		02/01/2018	Corporation:
HCFS Health Care Financial Services, LLC		02/01/2018	Limited Liability Company:
Clinic Management Services, Inc.		02/01/2018	Corporation:
Anesthetix Holdings, LLC		02/01/2018	Limited Liability Company:
Southeastern Emergency Physicians, Inc.		02/01/2018	Corporation:
Western New York Immediate Medical Care, LLC		02/01/2018	Limited Liability Company:
Mid Ohio Emergency Services, LLC		02/01/2018	Limited Liability Company:
Pulse Medicine, PLLC d/b/a Pulse Occupational Medicine		02/01/2018	Professional Limited Liability Company:
Mediserv Medical Information Services, Ltd		02/01/2018	Limited:
Spectrum Healthcare Services, Inc.		02/01/2018	Corporation:

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. Washington St.
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS

CH \$1465.00 4785884

TRADEMARK

Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	4785884	IPC HEALTHCARE
Registration Number:	4785879	IPC HEALTHCARE IMPROVING PATIENT CARE
Registration Number:	4789477	IPC HEALTHCARE
Registration Number:	3448918	IPC
Registration Number:	2303823	IPC-LINK
Registration Number:	2361351	IPC-THE HOSPITALIST COMPANY
Registration Number:	2624323	A NATIONWIDE SCOPE WITH A LOCAL PRESENCE
Registration Number:	3404014	AFTER HOURS PEDIATRICS URGENT CARE
Registration Number:	2450944	AFTER HOURS PEDIATRICS URGENT CARE FOR I
Registration Number:	5040433	BE A SCRIBE
Registration Number:	4323676	CAPTURE PRINCIPLE
Registration Number:	3068130	D&Y
Registration Number:	3403177	DASHBOARD
Registration Number:	3386485	DASHBOARD EMERGENCY DEPARTMENT
Registration Number:	3805651	EMERGENCY COVERAGE CORPORATION OF TEAMHE
Registration Number:	3594011	EXIGENCE
Registration Number:	4040100	HEALTH CARE FINANCIAL SERVICES OF TEAMHE
Registration Number:	3813417	I AM SCRIBE
Registration Number:	4608425	I AM SCRIBE UNIVERSITY
Registration Number:	4961376	ITEAM
Registration Number:	4313947	
Registration Number:	2786728	MBI SOLUTIONS
Registration Number:	1863986	MEDICAL MANAGEMENT RESOURCES
Registration Number:	3798502	MEDICAL MANAGEMENT RESOURCES OF TEAM HEA
Registration Number:	1950189	MMR
Registration Number:	1939914	NEW CENTURY PEDIATRICS
Registration Number:	3809292	NORTHWEST EMERGENCY PHYSICIANS OF TEAMHE
Registration Number:	4183053	NURSE411
Registration Number:	4185908	NURSE411
Registration Number:	3917746	OPTIMETRIX
Registration Number:	4363952	OPTIMETRIX ED
Registration Number:	2221051	P PREMIER HEALTH CARE SERVICES, INC.
Registration Number:	1755863	PARK MED
Registration Number:	3813421	PHYSASSIST SCRIBES

Property Type	Number	Word Mark
Registration Number:	2187014	PREMIER HEALTH CARE SERVICES
Registration Number:	4344318	PREMIER PHYSICIAN SERVICES
Registration Number:	4415614	PROVIDERS FOR LIFE
Registration Number:	4438619	RAISING STANDARDS
Registration Number:	4438618	RAISING STANDARDS IN EMERGENCY AND HOSPI
Registration Number:	3532138	REST ASSURED.
Registration Number:	3532137	REST ASSURED.
Registration Number:	1954142	SEP
Registration Number:	1754139	SPECTRUM
Registration Number:	1933708	SPECTRUM
Registration Number:	3813419	TAKING THE DOC OUT OF DOCUMENTATION
Registration Number:	2489975	TEAM HEALTH
Registration Number:	4939876	TEAM HEALTH
Registration Number:	3802032	TEAM HEALTH
Registration Number:	4691356	THIS TEAMHEALTH INTEGRATED SERVICES
Registration Number:	4565733	TRAINING AMERICA'S SCRIBES
Registration Number:	3558838	DON'T DESPAIR...GO TO IMMEDIATE CARE!
Registration Number:	3508039	IMMEDIATE CARE
Registration Number:	3608324	THE FASTEST ER ALTERNATIVE
Serial Number:	87209167	MOES MID-OHIO EMERGENCY SERVICES
Registration Number:	3515478	PULSE OCCUPATIONAL MEDICINE
Registration Number:	3153077	DANIEL & YEAGER
Registration Number:	1918285	SOUTHEASTERN EMERGENCY PHYSICIANS
Registration Number:	3974462	MEDISERV

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: 212.310.8582

Email: juan.arias@weil.com

Correspondent Name: Evan T. Nichols

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Evan Nichols - 68582.0165

NAME OF SUBMITTER: Evan T. Nichols

SIGNATURE: /Evan T. Nichols/

DATE SIGNED: 02/02/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 1, 2018, by each Grantor party hereto from time to time (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

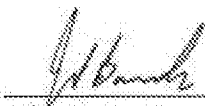
SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

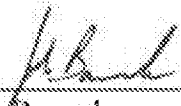
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006264 FRAME: 0745

AFTER HOURS PEDIATRICS, INC.
ANESTHESIA SERVICES OF OMAHA, LLC
ANESTHETIX HOLDINGS, LLC
CIRCLEVILLE EMERGENCY PHYSICIANS,
LLC
CLINIC MANAGEMENT SERVICES, INC.
DANIEL & YEAGER, LLC
EXIGENCE MANAGEMENT COMPANY, INC.
FLORIDA EMERGENCY PHYSICIANS KANG
& ASSOCIATES, M.D., INC.
HCFS HEALTH CARE FINANCIAL SERVICES,
LLC
HOSPITAL MEDICINE ASSOCIATES, LLC
HOSPITALISTS OF ARIZONA, INC.
INPATIENT CONSULTANTS OF WYOMING,
LLC
INPHYNET CONTRACTING SERVICES, LLC
IPC HEALTHCARE, INC.
MEDISERV MEDICINE CONSULTANTS, LTD.
NORTHWEST EMERGENCY PHYSICIANS,
LLC
PARAGON CONTRACTING SERVICES, LLC
PHYSASSIST SCRIBES, INC.
PREMIER HEALTH CARE SERVICES, LLC
SOUTHEASTERN EMERGENCY PHYSICIANS,
LLC
SPECTRUM HEALTHCARE RESOURCES, INC.
SPECTRUM HEALTHCARE SERVICES, INC.
TEAM HEALTH, LLC, each, as Grantor

By: 
Name: John Barrack
Title: Assistant Treasurer


HEALTHCARE REVENUE RECOVERY
GROUP, LLC

By: 
Name: John Barrack
Title: Assistant Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006264 FRAME: 0746




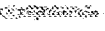
CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent



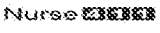
By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

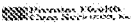

**Schedule I
Trademark Registrations and Applications**

United States Patents and Trademarks

U.S. Trademark Registrations & Applications

	Owner	Mark	App. No.	Reg. No.
1.	IPC Healthcare, Inc.	IPC HEALTHCARE (& design) 	86/502,020	4,785,884
2.	IPC Healthcare, Inc.	IPC HEALTHCARE IMPROVING PATIENT CARE	86/497,882	4,785,879
3.	IPC Healthcare, Inc.	IPC HEALTHCARE	86/478,336	4,789,477
4.	IPC Healthcare, Inc.	IPC (& design) 	77/305,576	3,448,918
5.	IPC Healthcare, Inc.	IPC-LINK	75/530,363	2,303,823
6.	IPC Healthcare, Inc.	IPC-THE HOSPITALIST COMPANY	75/530,488	2,361,351
7.	Spectrum Healthcare Resources, Inc.	A NATIONWIDE SCOPE WITH A LOCAL PRESENCE	76/274,895	2,624,323
8.	After Hours Pediatrics, Inc.	AFTER HOURS PEDIATRICS URGENT CARE (& design) 	76/671,852	3,404,014
9.	After Hours Pediatrics, Inc.	AFTER HOURS PEDIATRICS URGENT CARE FOR INFANTS CHILDREN AND YOUNG ADULTS (& design) 	76/028,446	2,450,944
10.	PhysAssist Scribes, Inc.	BE A SCRIBE	86/893,532	5,040,433
11.	Spectrum Healthcare Resources, Inc.	CAPTURE PRINCIPLE	85/703,514	4,323,676
12.	Daniel & Yeager, LLC	D&Y	78/593,674	3,068,130
13.	Team Health, LLC	DASHBOARD	78/751,858	3,403,177

	Owner	Mark	App. No.	Reg. No.
14.	Team Health, LLC	DASHBOARD EMERGENCY DEPARTMENT (& design) 	78/751,947	3,386,485
15.	Team Health, LLC	EMERGENCY COVERAGE CORPORATION OF TEAMHEALTH	77/737,346	3,805,651
16.	Exigence Management Company, Inc.	EXIGENCE	77/403,949	3,594,011
17.	Team Health, LLC	HEALTH CARE FINANCIAL SERVICES OF TEAMHEALTH	77/737,393	4,040,100
18.	PhysAssist Scribes, Inc.	I AM SCRIBE	77/839,528	3,813,417
19.	PhysAssist Scribes, Inc.	I AM SCRIBE UNIVERSITY	86/064,324	4,608,425
20.	Team Health, LLC	ITEAM	86/564,967	4,961,376
21.	Premier Health Care Services, Inc.	(Design only) 	85/426,638	4,313,947
22.	Premier Health Care Services, Inc.	MBI SOLUTIONS	75/671,801	2,786,728
23.	HCFS Health Care Financial Services, LLC	MEDICAL MANAGEMENT RESOURCES	74/374,049	1,863,986
24.	Team Health, LLC	MEDICAL MANAGEMENT RESOURCES OF TEAM HEALTH	77/737,430	3,798,502
25.	HCFS Health Care Financial Services, Inc.	MMR	74/526,422	1,950,189
26.	Premier Health Care Services, Inc.	NEW CENTURY PEDIATRICS	74/616,526	1,939,914
27.	Team Health, LLC	NORTHWEST EMERGENCY PHYSICIANS OF TEAMHEALTH	77/737,396	3,809,292
28.	Team Health, LLC	NURSE411	85/490,484	4,183,053
29.	Team Health, LLC	NURSE411 (& design) 	85/493,737	4,185,908
30.	Team Health, LLC	OPTIMETRIX	77/809,658	3,917,746
31.	Team Health, LLC	OPTIMETRIX ED	85/761,203	4,363,952

	Owner	Mark	App. No.	Reg. No.
32.	Premier Health Care Services, Inc.	P PREMIER HEALTH CARE SERVICES, INC. (& design & stylized) 	74/685,668	2,221,051
33.	Clinic Management Services, Inc	PARK MED	74/208,316	1,755,863
34.	PhysAssist Scribes, Inc.	PHYSASSIST SCRIBES	77/839,605	3,813,421
35.	Premier Health Care Services, Inc.	PREMIER HEALTH CARE SERVICES	74/580,047	2,187,014
36.	Premier Health Care Services, Inc.	PREMIER PHYSICIAN SERVICES	85/416,553	4,344,318
37.	Team Health, LLC	Providers for Life	85/628,519	4,415,614
38.	Team Health, LLC	RAISING STANDARDS	85/741,181	4,438,619
39.	Team Health, LLC	RAISING STANDARDS IN EMERGENCY AND HOSPITAL MEDICINE	85/741,149	4,438,618
40.	Anesthetix Holdings, LLC	REST ASSURED.	77/308,865	3,532,138
41.	Anesthetix Holdings, LLC	REST ASSURED.	77/308,841	3,532,137
42.	Southeastern Emergency Physicians, Inc.	SEP	74/522,414	1,954,142
43.	Spectrum Healthcare Services, Inc.	SPECTRUM	74/069,007	1,754,139
44.	Spectrum Healthcare Services, Inc.	SPECTRUM	74/419,778	1,933,708
45.	PhysAssist Scribes, Inc.	TAKING THE DOC OUT OF DOCUMENTATION	77/839,566	3,813,419
46.	Team Health, LLC	TEAM HEALTH	75/774,197	2,489,975
47.	Team Health, LLC	TEAM HEALTH	86/690,025	4,939,876
48.	Team Health, LLC	TEAMHEALTH (stylized) 	77/737,443	3,802,032
49.	Team Health, LLC	THIS TEAMHEALTH INTEGRATED SERVICES	86/300,290	4,691,356
50.	PhysAssist Scribes, Inc.	TRAINING AMERICA'S SCRIBES	86/061,446	4,565,733
51.	Western New York Immediate Medical Care, LLC	DON'T DESPAIR...GO TO IMMEDIATE CARE!	77/403,999	3,558,838

	Owner	Mark	App. No.	Reg. No.
52.	Western New York Immediate Medical Care, LLC	IMMEDIATE CARE (& design) <i>IMMEDIATE CARE</i>	77/403,925	3,508,039
53.	Western New York Immediate Medical Care, LLC	the fastest ER alternative (stylized) <i>the fastest ER alternative</i>	77/443,609	3,608,324
54.	Mid Ohio Emergency Services, LLC	MOES (design) MOES	87/209,167	N/A
55.	Pulse Medicine, PLLC d/b/a Pulse Occupational Medicine	PULSE OCCUPATIONAL MEDICINE (& design) <i>PULSE</i>	77/404,037	3,515,478
56.	Daniel & Yeager, LLC	DANIEL & YEAGER	78/593/703	3,153,077
57.	Southeastern Emergency Physicians, LLC	SOUTHEASTERN EMERGENCY PHYSICIANS	74/522/413	1,918,285
58.	Mediserv Medical Information Services, Ltd	MEDISERV	85/159,437	3,974,462

Exclusive Trademark Licenses

None.