

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextCare, Inc.		02/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Annaly Middle Market Lending LLC		
Street Address:	1211 Avenue of the Americas		
Internal Address:	41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2164678	NEXTCARE	
Registration Number:	3392840	NEXTXPRESS	
Registration Number:	3402987	NEXTXPRESS	
Registration Number:	3785732	WAHOO	
Registration Number:	4121333	WHEN FEELING GREAT CAN'T WAIT!	
Registration Number:	4278064	FULL CIRCLE CARE	
Registration Number:	4524512	NEXTCARE URGENT CARE SUPER SOAPY	
Registration Number:	4528137	SUPER SOAPY	
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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Amanjot Kaur		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86717.55		

CH \$215.00 2164678

NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	02/28/2018
Total Attachments: 5 source=NextCare - 2L Trademark Collateral Agreement (NextCare Inc.)#page1.tif source=NextCare - 2L Trademark Collateral Agreement (NextCare Inc.)#page2.tif source=NextCare - 2L Trademark Collateral Agreement (NextCare Inc.)#page3.tif source=NextCare - 2L Trademark Collateral Agreement (NextCare Inc.)#page4.tif source=NextCare - 2L Trademark Collateral Agreement (NextCare Inc.)#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 28th day of February, 2018, NextCare, Inc., a Delaware corporation (“Debtor”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Annaly Middle Market Lending LLC (“Annaly”), with its mailing address at 1211 Avenue of the Americas, 41st Floor, New York, New York, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Annaly acting as such administrative agent and any successors) or assign(s) to Annaly acting in such capacity being hereinafter referred to as the “Agent”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present, or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Second Lien Security Agreement dated as of February 28, 2018, among Debtor, NextCare Holdings, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “Security Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance, or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications that are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge, and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page to Follow]

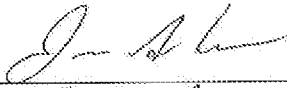
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTCARE, INC.

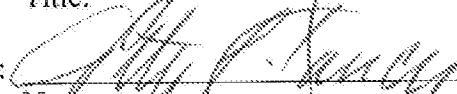
By 
Name: John M. Julian
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

**Annaly Middle Market Lending LLC,
as Agent**

By: 





Name: *JASON ANDERSON*
Title: *MANAGING DIRECTOR*

By: 

Name:
Title: **Peter J. Dancy**
Managing Director

SCHEDULE A

**TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

Name	Type	Holder	Registration/ Application No.	Date
	Service Mark – Principal Register	NextCare, Inc. (previously Pinnacle Medicine, Inc.)	2,164,678	06/09/1998
NEXTXPRESS	Service Mark – Principal Register	<u>NextCare, Inc.</u> (previously Pinnacle Medicine, Inc.)	3,392,840	3/4/2008
	Service Mark – Principal Register	<u>NextCare, Inc.</u> (previously Pinnacle Medicine, Inc.)	3,402,987	3/25/2008
WAHOO	Service Mark – Principal Register	NextCare, Inc.	3,785,732	5/4/2010
WHEN FEELING GREAT CAN'T WAIT!	Service Mark – Principal Register	NextCare, Inc.	4,121,333	4/3/2012
	Service Mark – Principal Register	NextCare, Inc.	4,278,064	1/22/2013 Corrected 6/4/2013
NEXTCARE URGENT CARE SUPER SOAPY 	Service Mark – Principal Register	NextCare, Inc.	4,524,512	05/06/2014
SUPER SOAPY	Service Mark – Principal Register	NextCare, Inc.	4,528,137	05/13/2014