

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CODE 3 EMERGENCY PARTNERS, L.L.C.		04/20/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	NORTH HAVEN CREDIT PARTNERS II L.P., AS COLLATERAL AGENT		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5240815	C3ER CODE 3 EMERGENCY ROOM & URGENT CARE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51025 / 056		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	04/23/2018		
Total Attachments: 4			
source=Trademark Security Agreement Code3#page1.tif			
source=Trademark Security Agreement Code3#page2.tif			
source=Trademark Security Agreement Code3#page3.tif			

CH \$40.00 5240815

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 20, 2018, by CODE 3 EMERGENCY PARTNERS, L.L.C., a Texas limited liability company ("Grantor"), in favor of NORTH HAVEN CREDIT PARTNERS II L.P., a Delaware limited partnership, in its capacity as Collateral Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, reference is hereby made to that certain Note Purchase Agreement, dated as of October 5, 2017 (as amended by that certain First Amendment to Note Purchase Agreement, dated as of February 21, 2018, that certain Second Amendment to Note Purchase Agreement, dated as of March 20, 2018, and as the same may be further amended, restated, amended and restated, joined, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among C3EP Holdings, L.L.C., a Delaware limited liability company (the "Issuer"), the Guarantors (as defined in the Note Purchase Agreement) from time to time party thereto, the Purchasers (as defined in the Note Purchase Agreement) from time to time party thereto;

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademark and service mark listed on the attached Schedule A, which trademark and service mark is registered or applied for in the United States Patent and Trademark Office (the "Trademark");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of October 5, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark, together with, among other things, the goodwill of the business symbolized by the Trademark and the application and registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Note Purchase Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations of such Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations of such Grantor.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

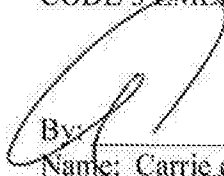
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Sections 10.12 (Governing Law), 10.16 (Waiver of Jury Trial) and 10.17 (Consent to Jurisdiction) of the Note Purchase Agreement are hereby incorporated by reference and shall apply as if fully set forth herein *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

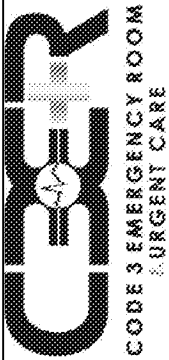
CODE 3 EMERGENCY PARTNERS, L.L.C.



By: _____
Name: Carrie de Moor, M.D.
Title: Manager

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Trademark	Record Owner	Jurisdiction & Issuance	Registration/ Application Number	Date of Registration/ Application	Status
	Code 3 Emergency Partners, L.L.C.	Federal/USPTO	87/248898; 5240815	July 11, 2017	Registered