

900440938 02/28/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463731

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		TRADEMARK COLLATERAL AGREEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NextCare Texas LLC		02/28/2018	Limited Liability Company: Delaware
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Annaly Middle Market Lending LLC		
<b>Street Address:</b>	1211 Avenue of the Americas		
<b>Internal Address:</b>	41st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3235953	PRIMACARE	
Registration Number:	3348115	PRIMACARE MEDICAL CENTERS	
Registration Number:	3632794	HEALTHCARE FOR THE WAY WE LIVE AND WORK	
Registration Number:	3632792	WHERE YOU NEED US, WHEN YOU NEED US	
Registration Number:	4179430	PRIMA BEAR	
Registration Number:	3824687	I	
Registration Number:	3824601	IMPACT URGENT CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Amanjot Kaur		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	86717.55		
<b>NAME OF SUBMITTER:</b>	Amanjot Kaur		

CH \$190.00 3235953

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

## TRADEMARK COLLATERAL AGREEMENT

This 28<sup>th</sup> day of February, 2018, NextCare Texas LLC, a Delaware limited liability company (“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, 41<sup>st</sup> 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, Inc., a Delaware corporation, 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]

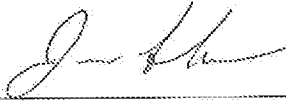
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTCARE TEXAS LLC

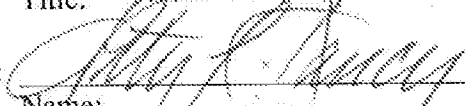
By   
Name: John M. Julian  
Title: President and Chief Executive Officer

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: Peter J. Dancy  
Title: Managing Director

**SCHEDULE A**

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

<b>Name</b>	<b>Type</b>	<b>Holder</b>	<b>Registration/ Application No.</b>	<b>Date</b>
PRIMACARE	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,235,953	5/1/2007
PRIMACARE MEDICAL CENTERS	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,348,115	12/4/2007
HEALTHCARE FOR THE WAY WE LIVE AND WORK TODAY	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,632,794	6/2/2009
WHERE YOU NEED US, WHEN YOU NEED US	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,632,792	6/2/2009
PRIMA BEAR	Trademark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	4,179,430	07/24/2012
	Service Mark – Principal Register	<u>NEXTCARE TEXAS, LLC</u> (Previously Impact Urgent Care, Inc.)	3,824,687	07/27/2010
IMPACT URGENT CARE	Service Mark – Principal Register	<u>NEXTCARE TEXAS, LLC</u> (Previously Impact Urgent Care, Inc.)	3,824,601	07/27/2010