

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPMCM, LLC		07/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, as Administrative Agent		
Street Address:	1000 Main Street, Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87830184	FAST PACE CONNECT	
Serial Number:	87830172	FAST PACE CONNECT	
Registration Number:	5390872	FAST PACE URGENT CARE CLINIC	
Registration Number:	5240398	FAST PACE URGENT CARE CLINIC	
Registration Number:	5240397	FAST PACE URGENT CARE CLINIC	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	321831-138		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	07/05/2018		

CH \$140.00 87830184

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

July 3, 2018

WHEREAS, FPMCM, LLC, a Delaware limited liability company (the “*Grantor*”), is a party to that certain Security Agreement, dated as of May 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark applications listed on the **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.


This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

FPMCM, LLC as the Grantor

By: _____


Name: David W. Miles

Title: Chief Financial Officer

[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 006373 FRAME: 0144

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Word Mark	Serial Number	Filing Date	Registration Number	Registration Date
FAST PACE CONNECT	87830184	March 12, 2018		
FAST PACE CONNECT	87830172	March 12, 2018		
FAST PACE URGENT CARE CLINIC	87502550	June 23, 2017	5390872	January 30, 2018
FAST PACE URGENT CARE CLINIC	87241305	November 18, 2016	5240398	July 11, 2017
FAST PACE URGENT CARE CLINIC	87241297	November 18, 2016	5240397	July 11, 2017