

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MD Now Medical Centers, Inc.		08/01/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent and Collateral Agent		
Street Address:	100 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5319839		
Registration Number:	4695046	MD NOW	
Registration Number:	4513604	WWW.MYMDNOW.COM	
Registration Number:	3036818	MD NOW	
Registration Number:	3093846	MD NOW	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-305		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	08/01/2018		
Total Attachments: 5			

CH \$140.00 5319839

source=golub mdnow trademark security agreement#page1.tif
source=golub mdnow trademark security agreement#page2.tif
source=golub mdnow trademark security agreement#page3.tif
source=golub mdnow trademark security agreement#page4.tif
source=golub mdnow trademark security agreement#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of August 1, 2018 is made by the persons signatory hereto or hereafter made a party hereto (the "*Grantors*" and each a "*Grantor*"), in favor of Golub Capital LLC, a Delaware limited liability company ("*Golub*"), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "*Collateral Agent*").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among MD NOW HOLDINGS, INC., a Delaware corporation ("*Borrower*"), MDN HOLDCO, INC., a Delaware corporation ("*Holdings*"), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of the date hereof, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Pledge Agreement*");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

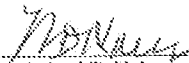
SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto *have* caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MD NOW MEDICAL CENTERS, INC.,
a Florida corporation,
as a Grantor

By: 
Name: Michael D. Helton
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED:

GOLUB CAPITAL LLC,
as Collateral Agent

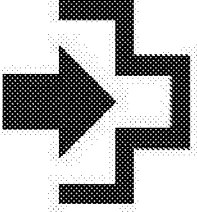


By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006399 FRAME: 0519

SCHEDULE A

U.S. Trademarks and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
MD Now Medical Centers, Inc.		86615832	30-APR-2015	5319839	31-OCT-2017
MD Now Medical Centers, Inc.		86317928	23-JUN-2014	4695046	03-MAR-2015
MD Now Medical Centers, Inc.	www.myMDNOW.com	85944376	28-MAY-2013	4513604	15-APR-2014
MD Now Medical Centers, Inc.	MD NOW	78447410	08-JUL-2004	3036818	27-DEC-2005
MD Now Medical Centers, Inc.		78290371	21-AUG-2003	3093846	16-MAY-2006