

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UCG South Carolina, LLC		06/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Alignment Partners III, L.P.		
Street Address:	40 Burton Hills Blvd., Suite 250		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4178434	MEDCARE URGENT CARE CENTER	
Registration Number:	4655970	MEDCARE GET BETTER. FASTER.	
Registration Number:	4447970	EASY. AWESOME. AFFORDABLE.	
Registration Number:	4447720		
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	(615) 252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	08/02/2018		
Total Attachments: 4			
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OP \$115.00 4178434

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is entered into as of June 1, 2018, by UCG SOUTH CAROLINA, LLC ("**Debtor**"), a Delaware limited liability company, in favor of CAPITAL ALIGNMENT PARTNERS III, L.P. ("**Lender**"), a Delaware limited partnership.

RECITALS:

A. Pursuant to that certain Loan Agreement (the "**Loan Agreement**") dated as of the date hereof by and among Debtor, Lender and the other parties thereto, Lender has agreed to extend credit to Debtor, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings provided in the Loan Agreement).

B. Debtor has granted to Lender a security interest in all of its personal property and fixtures pursuant to that certain Security Agreement dated as of the date hereof among Debtor, Lender and the other parties thereto (as it may be amended or restated, the "**Security Agreement**").

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor's grant of a security interest to Lender in Debtor's trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. UCC Security Interest in Registered Trademarks. As security for the Obligations, Debtor hereby grants to Lender a security interest in the trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the "**USPTO**").

2. Recordation. Debtor hereby authorizes Lender to record this Agreement with the USPTO.

3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page to Follow]

This Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

UCG SOUTH CAROLINA, LLC

By: David M. Maloney
Name: David M. Maloney
Title: President and Chief Executive Officer

LENDER:

CAPITAL ALIGNMENT PARTNERS III, L.P.

By: CAP III GP, LLC,
a Delaware limited liability company,
as General Partner

By: _____
Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006412 FRAME: 0913

This Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

UCG SOUTH CAROLINA, LLC

By: _____
Name: David M. Maloney
Title: President and Chief Executive Officer

LENDER:

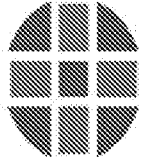
CAPITAL ALIGNMENT PARTNERS III, L.P.

By: CAP III GP, LLC,
a Delaware limited liability company,
as General Partner

By:  _____
Managing Director

SCHEDULE A

Trademarks

	MARK	REGISTRATION NO.	REGISTRATION DATE	SERVICES
1.		4178434	July 24, 2012	urgent medical care centers (Class 44)
2.		4655970	December 16, 2014	urgent medical care centers (Class 44)
3.	EASY. AWESOME. AFFORDABLE.	4447970	December 10, 2013	urgent medical care centers (Class 44)
4.		4447720	December 10, 2013	urgent medical care centers (Class 44)