

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502461

| | | | |
|---|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CRH HEALTHCARE, LLC | | 12/18/2018 | Limited Liability Company: DELAWARE |
| CRH FL MANAGEMENT, LLC | | 12/18/2018 | Limited Liability Company: DELAWARE |
| CRH GA MANAGEMENT, LLC | | 12/18/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 100 S. WACKER DRIVE | | |
| Internal Address: | SUITE 1800 | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4800510 | FAST. FRIENDLY. CARE. | |
| Registration Number: | 4390782 | 'FORE WHEN YOU'RE NOT FEELING UP TO PAR | |
| Registration Number: | 4298171 | WE PUT YOUR FAMILY IN OUR FAMILY MEDICIN | |
| Registration Number: | 4561590 | YOUR STUDENT NEIGHBORHOOD MEDICAL CENTER | |
| Registration Number: | 3977218 | GET IN. GET OUT. GET BETTER! | |
| Registration Number: | 4691784 | PEACHTREE | |
| Registration Number: | 4875266 | PEACHTREE IMMEDIATE CARE | |
| 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: | 312-577-8208 | | |
| Email: | alana.hernandez@kattenlaw.com | | |
| Correspondent Name: | ALANA HERNANDEZ C/O KATTEN MUCHIN | | |
| Address Line 1: | 525 W MONROE STREET | | |

TRADEMARK

| | |
|---|-------------------------|
| Address Line 4: | CHICAGO, ILLINOIS 60661 |
| NAME OF SUBMITTER: | ALANA HERNANDEZ |
| SIGNATURE: | /ALANA HERNANDEZ/ |
| DATE SIGNED: | 12/18/2018 |
| Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2018, is made by and among Grantors listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 18, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among CRH HEALTHCARE PURCHASER, INC., a Delaware corporation (“Borrower”), CRH HEALTHCARE INTERMEDIATE, INC., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders from time to time party thereto and GOLUB CAPITAL LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

ARTICLE I Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

ARTICLE II Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

(a) all of its Trademarks (other than any “intent-to-use” applications for which a “Statement of Use” or “Amendment to Allege Use” with respect thereto has not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office, and only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof;

provided that, notwithstanding anything contained in this Agreement to the contrary, the term “Trademark Collateral” shall not include any Excluded Property.

ARTICLE III Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

ARTICLE IV Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

ARTICLE V Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and 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.

ARTICLE VI Counterparts. This Trademark Security Agreement is a Loan Document. 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 and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

ARTICLE VII Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CRH HEALTHCARE, LLC

By: 
Name: Andrea Malik Roe
Title: Chief Financial Officer and Secretary

CRH FL MANAGEMENT, LLC

By: 
Name: Andrea Malik Roe
Title: Vice President, Treasurer and Secretary

CRH GA MANAGEMENT, LLC

By: 
Name: Andrea Malik Roe
Title: Vice President, Treasurer and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Error! Unknown document property name.

TRADEMARK
REEL: 006502 FRAME: 0509

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Mark | Registration No. | Registration Date | Status of Mark | Owner/ Applicant |
|---|------------------|-------------------|----------------|------------------------|
| FAST. FRIENDLY. CARE. | 4800510 | 8/25/15 | Registered | CRH Healthcare, LLC |
| 'FORE WHEN YOU'RE NOT FEELING UP TO PAR | 4390782 | 8/27/13 | Registered | CRH FL Management, LLC |
| WE PUT YOUR FAMILY IN OUR FAMILY MEDICINE | 4298171 | 3/5/13 | Registered | CRH FL Management, LLC |
| YOUR STUDENT NEIGHBORHOOD MEDICAL CENTER | 4561590 | 7/1/14 | Registered | CRH FL Management, LLC |
| GET IN. GET OUT. GET BETTER! | 3977218 | 6/14/11 | Registered | CRH GA Management, LLC |
| PEACHTREE | 4691784 | 2/24/15 | Registered | CRH GA Management, LLC |
|  | 4875266 | 12/22/15 | Registered | CRH GA Management, LLC |