

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern MD Management Services, LLC		11/05/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Bizcapital BIDCO I, L.L.C.		
Street Address:	909 Poydras Street, Suite 2230		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70112		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5055181	MODERNMD URGENT CARE	
Registration Number:	5055180	MODERNMD URGENT CARE & OCCUPATIONAL HEAL	
Registration Number:	5055179	MODERNMD URGENT CARE	
Registration Number:	5055178	MODERNMD URGENT CARE & OCCUPATIONAL HEAL	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	6000158-000036		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	03/04/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of November 5, 2018 by Modern MD Management Services, LLC, a New York limited liability company, having a principal office at 85 Broad Street, 18th Floor, New York, NY 10004 ("Grantor"), in favor of Bizcapital BIDCO I, L.L.C., a Louisiana limited liability company, having a principal office at 909 Poydras Street, Suite 2230 New Orleans, LA 70112, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, BHC Healthcare Services Holdings, LLC, a New York limited liability company ("Borrower"), Grantor and Modern Physician Services, P.C., a New York professional corporation ("Physician Services" and together with Borrower, Grantor and each other person who becomes an obligor thereunder by execution of a joinder thereto, the "Obligors"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of November 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower, which are guaranteed under the Credit Agreement by the other Obligors (collectively, the "Loans").

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The representations and warranties contained in the Credit Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement. In the event of a conflict between a provision of the Credit Agreement and a provision of this Agreement, the provision of the Credit Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to

as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark registration and application listed on Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MODERN MD MANAGEMENT
SERVICES, LLC

By: 
Name: Tom Byers
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

BIZCAPITAL BIDCO I, L.L.C., as Agent

By: 
Name: M. Scott Murphy
Title: Authorized Officer

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
ModernMD Urgent Care	86419454	10/9/2014	5055181	10/4/2016
ModernMD Urgent Care & Occupational Health	86419321	10/9/2014	5055180	10/4/2016
ModernMD Urgent Care (logo)	86419297	10/9/2014	5055179	10/4/2016
ModernMD Urgent Care & Occupational Health (logo)	86419277	10/9/2014	5055178	10/4/2016

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