

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC		03/29/2019	Corporation: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	SunTrust Bank, as Collateral Agent
<b>Street Address:</b>	3333 Peachtree Road
<b>Internal Address:</b>	Attn: Anton Brykalin, Portfolio Manager- Pediatric Associates
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	Banking Corporation: GEORGIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4640042	PEDIATRIC ASSOCIATES
Registration Number:	4640043	PEDIATRIC ASSOCIATES
Registration Number:	4907194	JACKSONVILLE PEDIATRIC ASSOCIATES
Registration Number:	4907193	JACKSONVILLE PEDIATRIC ASSOCIATES
Registration Number:	4640045	PEDIATRIC ASSOCIATES TAMPA BAY
Registration Number:	4640044	PEDIATRIC ASSOCIATES TAMPA BAY
Registration Number:	5123969	LOVE & CARE, 365 DAYS A YEAR
Registration Number:	5625393	LOVING CARE, 365 DAYS A YEAR
Serial Number:	87648038	LOVING CARE 365 DAYS A YEAR
Serial Number:	87535663	WE'RE HERE WHEN YOU NEED US
Registration Number:	4860950	WE ARE HERE WHEN YOU NEED US
Registration Number:	5396347	KIDZDOCNOW
Registration Number:	5625342	KIDZDOCNOW

## CORRESPONDENCE DATA

Fax Number: 4045818330

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 404-581-8275  
**Email:** srbrown@jonesday.com  
**Correspondent Name:** Sidney R. Brown, Jones Day  
**Address Line 1:** 1420 Peachtree Street, NE  
**Address Line 2:** Suite 800  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Sidney R. Brown
<b>SIGNATURE:</b>	/Sidney R. Brown/
<b>DATE SIGNED:</b>	04/03/2019

**Total Attachments: 7**

source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page1.tif  
source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page2.tif  
source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page3.tif  
source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page4.tif  
source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page5.tif  
source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page6.tif  
source=Trademark Security Agreement - Marlin - Executed\_(60273440\_4) (003)#page7.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2019, made by Saltzman, Tanis, Pittell, Levin & Jacobson, LLC, a Florida limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of March 29, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender (as defined in the Credit Agreement) from time to time party thereto, SunTrust Bank, as Administrative Agent, Collateral Agent and an L/C Issuer, and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of March 20, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[signature pages follow]

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

SALTZMAN, TANIS, PIFTTELL,  
LEVIN & JACOBSON, LLC, as  
Grantor

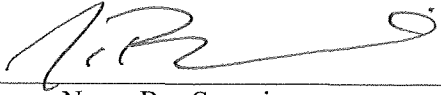
By:   
Name: Peter Shulman, M.D.  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006608 FRAME: 0410**

Accepted and Agreed:

SUNTRUST BANK,  
as Collateral Agent

By: 

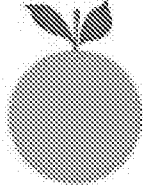
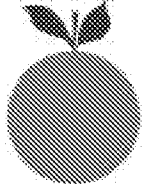

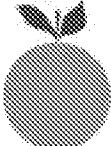
Name: Ben Cumming  
Title: Managing Director

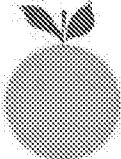

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006608 FRAME: 0411**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b>Owner</b>	<b>Registration Number/Serial Number</b>	<b>Trademark</b>	<b>Registration/Application Date</b>	<b>Status</b>
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640042	 <p style="text-align: center;"><b>PEDIATRIC ASSOCIATES</b></p> <p style="text-align: center;">PEDIATRIC ASSOCIATES</p>	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640043	 <p style="text-align: center;"><b>PEDIATRIC ASSOCIATES</b></p> <p style="text-align: center;">PEDIATRIC ASSOCIATES</p>	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4907194	 <p style="text-align: center;"><b>JACKSONVILLE PEDIATRIC ASSOCIATES</b></p> <p style="text-align: center;">JACKSONVILLE PEDIATRIC ASSOCIATES</p>	March 1, 2016	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4907193	 <p style="text-align: center;"><b>JACKSONVILLE PEDIATRIC ASSOCIATES</b></p>	March 1, 2016	Registered

		JACKSONVILLE PEDIATRIC ASSOCIATES		
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640045	 <p><b>PEDIATRIC ASSOCIATES</b> TAMPA BAY</p> <p>PEDIATRIC ASSOCIATES TAMPA BAY</p>	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640044	 <p><b>PEDIATRIC ASSOCIATES</b> TAMPA BAY</p> <p>PEDIATRIC ASSOCIATES TAMPA BAY</p>	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5123969	<p>LOVE &amp; CARE, 365 DAYS A YEAR</p>	January 17, 2017	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5625393	<p>LOVING CARE, 365 DAYS A YEAR</p>	December 11, 2018	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	Serial number 87648038	<p>LOVING CARE 365 DAYS A YEAR</p>	October 17, 2017	Application pending



Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	Serial number 87535663	We're here when you need us	July 20, 2017	Application pending
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4860950	WE ARE HERE WHEN YOU NEED US	November 24, 2015	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5396347	KidzDocNOW	February 6, 2018	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5625342	KIDZDOCNOW	October 10, 2017	Registered