

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONE STAR URGENT CARE MANAGERS, LLC		04/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87886031	LITTLE SPURS PEDIATRIC URGENT CARE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-32820		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/03/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“*Trademark Security Agreement*”), dated as of April 3, 2019, is made by LONE STAR URGENT CARE MANAGERS, LLC (“*Grantor*”), a Delaware limited liability company, in favor of SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (“*Administrative Agent*”), pursuant to that certain Guarantee and Collateral Agreement, dated as of April 3, 2019 (“*Guarantee*”), by and among Little Spurs Holdings, Inc. (“*Holdings*”), a Delaware corporation, Grantor, SVB as Swingline Lender, and Administrative Agent (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee, and if not defined therein, the Credit Agreement (defined below).

RECITALS

Reference is made to the Credit Agreement, dated as of April 3, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Holdings, the Grantor, as borrower, the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), SVB, as Swingline Lender, and Administrative Agent.

Pursuant to the Credit Agreement, the Lenders agreed to extend credit to Grantor in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to extend such credit only upon the condition, among others, that Grantor grant to Administrative Agent a security interest in the Collateral (as defined in the Credit Agreement) pursuant to the Guarantee, including certain Trademarks to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Trademarks listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, Guarantee and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of

Administrative Agent provided for herein or in the Credit Agreement, Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement, the Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

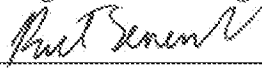
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Lone Star Urgent Care Managers, LLC

By: 

Name: Bret Tenenhaus

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ADMINISTRATIVE AGENT:

Silicon Valley Bank

By: 

Name: Peter Freyer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006608 FRAME: 0515**

EXHIBIT A

Trademarks

U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Serial No./Reg. No.
Lone Star Urgent Care Managers, LLC	Little Spurs Pediatric Urgent Care	December 4, 2018	87886031
