

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Practice Velocity, LLC		05/10/2019	Limited Liability Company: ILLINOIS
Institute of Urgent Care Medicine, LLC		05/10/2019	Limited Liability Company: OHIO
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY		05/10/2019	Limited Liability Company: NEW JERSEY
NMN CONSULTANTS, LLC		05/10/2019	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Goldman Sachs Private Middle Market Credit LLC, as First Lien Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3034140	PRACTICE VELOCITY
Registration Number:	3589118	ZIP CLINIC
Registration Number:	3399906	ZIP PASS
Registration Number:	3267315	PRACTICE VELOCITY
Registration Number:	3267317	URGENT CARE SOLUTIONS
Registration Number:	3590160	PV BILLING
Registration Number:	3590185	VELOCIDOC
Registration Number:	3516356	VELOCIDOC
Registration Number:	3662537	GOURGENTCARE
Registration Number:	3805878	YOU TAKE CARE OF PATIENTS...WE TAKE CARE
Registration Number:	4182263	EVERYTHING URGENT CARE
Registration Number:	4503504	COLDFLUINFO.COM

CH \$515.00 3034140

Property Type	Number	Word Mark
Registration Number:	4547754	ZIPPAY
Registration Number:	5574448	IUCM INSTITUTE OF URGENT CARE MEDICINE
Registration Number:	4940569	ZIP CLINIC URGENT CARE
Registration Number:	5076245	ZIP CLINIC URGENT CARE
Registration Number:	3219202	JOURNAL OF URGENT CARE MEDICINE
Registration Number:	3248874	JUCM
Registration Number:	4133851	UC+BG URGENT CARE BUYER'S GUIDE
Registration Number:	2956183	NATIONAL MED NETWORK

CORRESPONDENCE DATA

Fax Number: 6175269899
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.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	32868 / 077
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/13/2019

Total Attachments: 7
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2019 (this “Agreement”), among Practice Velocity, LLC, Institute of Urgent Care Medicine, LLC, THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY and NMN CONSULTANTS, LLC (each, the “Grantor”) and Goldman Sachs Private Middle Market Credit LLC, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of May 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among DT PARENT, INC., a Delaware corporation (“Holdings”), DOCUTAP, INC., a Delaware corporation (the “Borrower”), the other grantors from time to time party thereto and GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, as the First Lien Administrative Agent and First Lien Collateral Agent, and (b) the First Lien Collateral Agreement dated as of May 10, 2019 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**INSTITUTE OF URGENT CARE MEDICINE,
LLC, as a Grantor**

By: DocuTAP, Inc.
Its: Member

By: 
Name: Robert Rueckl
Title: Chief Financial Officer

**THE BRAVEHEART GROUP LIMITED
LIABILITY COMPANY, as a Grantor**

By: DocuTAP, Inc.
Its: Manager

By: 
Name: Robert Rueckl
Title: Chief Financial Officer

PRACTICE VELOCITY, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Chief Executive Officer

NMN CONSULTANTS, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Member

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By: DocuTAP, Inc.
Its: Manager

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Name: Robert Rueckl
Title: Chief Financial Officer

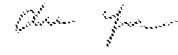
PRACTICE VELOCITY, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Chief Executive Officer

NMN CONSULTANTS, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Member

**GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT LLC, as First Lien
Collateral Agent**



By: _____

Name: David Yu

Title: Authorized Signatory

**Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Owner	Trademark	Registration No.	Registration Date
Practice Velocity, LLC	PRACTICE VELOCITY®	3,034,140	12.27.05
Practice Velocity, LLC	ZIP CLINIC®	3,589,118	03.10.09
Practice Velocity, LLC	ZIPPASS®	3,399,906	03.18.08
Practice Velocity, LLC		3,267,315	07.24.07
Practice Velocity, LLC	URGENT CARE SOLUTIONS®	3,267,317	07.24.07
Practice Velocity, LLC		3,590,160	03.17.09
Practice Velocity, LLC		3,590,185	03.17.09
Practice Velocity, LLC	VELOCIDOC®	3,516,356	10.14.08
Practice Velocity, LLC		3,662,537	08.04.09
Practice Velocity, LLC	YOU TAKE CARE OF THE PATIENTS...WE TAKE CARE OF THE REST!®	3,805,878	06.22.10
Practice Velocity, LLC	EVERYTHING URGENT CARE®	4,182,263	07.31.12
Practice Velocity, LLC	COLDFLUINFO.COM®	4,503,504	03.25.14
Practice Velocity, LLC	ZIPPAY®	4,547,754	06.10.14
Institute of Urgent Care Medicine, LLC		5,574,448	10.02.18
Practice Velocity, LLC	ZIP CLINIC URGENT CARE	4,940,569	04.19.16
Practice Velocity, LLC		5,076,245	11.08.16
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY	JOURNAL OF URGENT CARE MEDICINE	3,219,202	03.13.07

Owner	Trademark	Registration No.	Registration Date
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY	JUCM	3,248,874	06.05.07
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY	UC+BG URGENT CARE BUYER'S GUIDE	4,133,851	05.01.12
NMN CONSULTANTS, LLC	NATIONAL MED NETWORK	2,956,183	05.24.05
NMN CONSULTANTS, LLC	NATIONAL MED NETWORK	092033 (Illinois State Reg)	03.29.04