

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. OCCMED HOLDINGS, LLC		07/31/2019	Limited Liability Company: TEXAS
PATIENT TRANSPORT SERVICES, LLC		07/31/2019	Limited Liability Company: TEXAS
OCCUFLEX SOFTWARE SOLUTIONS, LLC		07/31/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Agent
Street Address:	Two Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4522407	NOVA
Registration Number:	4302498	
Registration Number:	4396931	NOVA
Registration Number:	4829689	NOVA
Registration Number:	4829690	NOVA
Registration Number:	4547654	NOVA
Registration Number:	3154871	OCCUFLEX
Registration Number:	4349216	OCCUFLEX
Registration Number:	4349217	OCCUFLEX
Registration Number:	4349218	
Registration Number:	4349219	

CORRESPONDENCE DATA

Fax Number: 4044435599

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.

TRADEMARK

Phone: 404-443-5647
Email: cfraser@mcguirewoods.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1230 Peachtree Street, NE
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 07/31/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement 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 each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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 and 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 and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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 shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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, each 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.

U.S. OCCMED HOLDINGS, LLC
as Grantor

By:


Name: Gert Rohde
Title: President

OCCUFLEX SOFTWARE SOLUTIONS, LLC
as Grantor

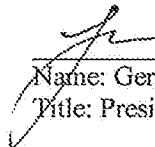
By:

Name: Ulf Rohde
Title: Manager

PATIENT TRANSPORT SERVICES, LLC
as Grantor

By: U.S. Occmed Holdings, LLC, its Sole Member

By:



Name: Gert Rohde
Title: President

IN WITNESS WHEREOF, each 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.

U.S. OCCMED HOLDINGS, LLC
as Grantor

By: _____
Name: Gert Rohde
Title: President

OCCUFLEX SOFTWARE SOLUTIONS, LLC
as Grantor

By:  _____
Name: Gert Rohde
Title: Manager

PATIENT TRANSPORT SERVICES, LLC
as Grantor

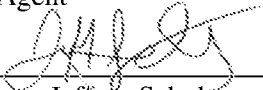
By: U.S. Occmed Holdings, LLC, its Sole Member

By: _____
Name: Gert Rohde
Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Jeffrey Schultz
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

OWNER	MARK	REGISTRATION NUMBER	SERIAL NUMBER
U.S. OCCMED HOLDINGS, LLC	NOVA	4522407	85502394
U.S. OCCMED HOLDINGS, LLC	DESIGN ONLY	4302498	85502407
U.S. OCCMED HOLDINGS, LLC	NOVA	4396931	85502424
U.S. OCCMED HOLDINGS, LLC	NOVA	4829689	86104474
U.S. OCCMED HOLDINGS, LLC	NOVA	4829690	86104483
U.S. OCCMED HOLDINGS, LLC	NOVA	4547654	86105953
OCCUFLEX SOFTWARE SOLUTIONS, LLC	OCCUFLEX	3154871	78434048
OCCUFLEX SOFTWARE SOLUTIONS, LLC	OCCUFLEX	4349216	85703920
OCCUFLEX SOFTWARE SOLUTIONS, LLC	OCCUFLEX	4349217	85703928
OCCUFLEX SOFTWARE SOLUTIONS, LLC	DESIGN ONLY	4349218	85703929
OCCUFLEX SOFTWARE SOLUTIONS, LLC	DESIGN ONLY	4349219	85703932