

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536534

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CITY PRACTICE GROUP OF NEW YORK, LLC | | 08/13/2019 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH | | |
| Street Address: | Eleven Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: CAYMAN ISLANDS | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4117854 | CITYMD | |
| Registration Number: | 4166816 | CITYMD | |
| Registration Number: | 4810847 | CITYMD | |
| Registration Number: | 4969166 | CITYMDCARES | |
| Registration Number: | 4969169 | CITYMDCARES | |
| Registration Number: | 5161957 | POWERED BY KINDNESS | |
| Registration Number: | 5214212 | JUST WALK IN. | |
| Registration Number: | 5394094 | CITYMD AFTERCARE | |
| Registration Number: | 5394095 | CITYMD AFTERCARE | |
| Registration Number: | 5585202 | CITYMD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4756 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | Jay daSilva | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |

OP \$265.00 4117854

| | |
|---|------------------------|
| Address Line 4: | Washington, D.C. 20005 |
| ATTORNEY DOCKET NUMBER: | 1118287 TM A |
| NAME OF SUBMITTER: | Wenny Zhu |
| SIGNATURE: | /Wenny Zhu/ |
| DATE SIGNED: | 08/14/2019 |
| Total Attachments: 6 source=A- Trademark Agreement - CITY PRACTICE GROUP OF NEW YORK, LLC#page2.tif source=A- Trademark Agreement - CITY PRACTICE GROUP OF NEW YORK, LLC#page3.tif source=A- Trademark Agreement - CITY PRACTICE GROUP OF NEW YORK, LLC#page4.tif source=A- Trademark Agreement - CITY PRACTICE GROUP OF NEW YORK, LLC#page5.tif source=A- Trademark Agreement - CITY PRACTICE GROUP OF NEW YORK, LLC#page6.tif source=A- Trademark Agreement - CITY PRACTICE GROUP OF NEW YORK, LLC#page7.tif | |

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2019 (this “Agreement”), among CITY PRACTICE GROUP OF NEW YORK, LLC (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement dated as of August 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among WP CITYMD HOLDCO LLC, a Delaware limited liability company (“Initial Holdings”), WP CITYMD BIDCO LLC, a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of August 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and the obligations of the Lenders to extend such credit are condition upon, among other things, the execution and delivery of the Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans and as consideration for such Loans. 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 Credit Agreement and the Collateral Agreement, as applicable. 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, the Grantor hereby grants to the 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 all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present 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 accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all

instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

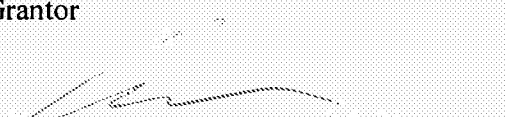
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

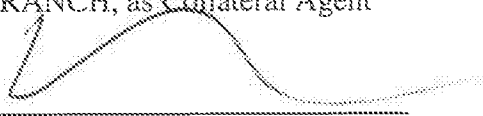
CITY PRACTICE GROUP OF NEW
YORK, LLC,
as Grantor


By


Name: Richard Park, M.D.

Title: Chief Executive Officer



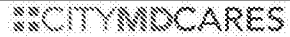
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent



By 
Name: Whitney Gaston
Title: Authorized Signatory

By 
Name: Andrew Griffin
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

| | TRADEMARK & DESIGN | REG./SERIAL NUMBER | REG./APP. DATE | OWNER |
|----|--|--------------------|--------------------|---|
| 1. | CityMD | 4117854 | March 27, 2012 | City Practice Group of New York, LLC (assigned from City Practice Group USA, LLC) |
| 2. | CITYMD (Design plus words, letters, and/or numbers); amended to CITYMD all same size  | 4166816 | July 3, 2012 | City Practice Group of New York, LLC (assigned from City Practice Group USA, LLC) |
| 3. |  | 4810847 | September 15, 2015 | City Practice Group of New York, LLC |
| 4. | CITYMDCARES | 4969166 | May, 31, 2016 | City Practice Group of New York, LLC |
| 5. |  | 4969169 | May 31, 2016 | City Practice Group of New York, LLC |
| 6. | Powered by Kindness | 5161957 | March 14, 2017 | City Practice Group of New York, LLC |
| 7. | Just Walk In | 5214212 | May 30, 2017 | City Practice Group of |

| | | | | |
|-----|---|---------|------------------|--------------------------------------|
| | | | | New York, LLC |
| 8. | CITYMD AFTERCARE | 5394094 | February 6, 2018 | City Practice Group of New York, LLC |
| 9. |  | 5394095 | February 6, 2018 | City Practice Group of New York, LLC |
| 10. |  | 5585202 | October 16, 2018 | City Practice Group of New York, LLC |