

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Happy Mountains, LLC		08/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PineBridge Structured Capital Partners II, L.P., as Administrative Agent		
Street Address:	65 East 55th Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4974288	1	
Registration Number:	4969286	1 PHYSICIAN ONE URGENT CARE	
Registration Number:	4965133	PHYSICIAN ONE URGENT CARE	
Registration Number:	4965107	PHYSICIAN ONE URGENT CARE	
Registration Number:	4960888	PHYSICIANONE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	043732.022		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	08/27/2019		

OP \$140.00 4974288

Total Attachments: 6

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source=(2019) TM Security Agreement - Happy Mountains, LLC to PindeBridge Structured Capital Partners II, L.P#page2.tif

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Subordination Agreement") dated as of August 27, 2019, by and among PineBridge Structured Capital Partners II, L.P., a Delaware limited partnership ("PSCP"), PineBridge Structured Capital Partners Offshore II, L.P., a limited partnership formed under the laws of the Cayman Islands ("PSCP Offshore"), PineBridge Structured Capital Partners Offshore II-A, L.P., a limited partnership formed under the laws of the Cayman Islands ("PSCP Offshore-A"), American International Group, Inc. Retirement Plan Master Trust ("AIG"; PSCP, PSCP Offshore, PSCP Offshore-A and AIG are collectively, the "Subordinated Lenders", PSCP, as agent for the Subordinated Lenders (the "Subordinated Agent"; the Subordinated Lenders and the Subordinated Agent are collectively, the "Subordinated Creditors" and individually, a "Subordinated Creditor"), Happy Mountains, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors (as defined in the Subordination Agreement) party hereto (the Borrower and the Guarantors are collectively, the "Companies" and individually, a "Company"), and Oxford Finance LLC, a Delaware limited liability company, as administrative agent for the Senior Lenders defined below ("Agent"), to the indebtedness (including interest) owed by the Companies pursuant to that certain Credit and Security Agreement dated as of August 27, 2019 among the Companies, Agent and the Senior Lenders from time to time party thereto, and the other Senior Debt Documents (as defined in the Subordination Agreement), as such Credit and Security Agreement and such Senior Debt Documents have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under such agreements as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of August, 2019, by and between **HAPPY MOUNTAINS, LLC**, a Delaware limited liability company ("Grantor"), and **PINEBRIDGE STRUCTURED CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, as the Borrower (together with each other Person joined as a borrower from time to time thereto and each of their successors and assigns, each individually a "Borrower" and collectively, the "Borrowers"), each Guarantor from time to time party thereto, each Lender from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of Agent and each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark related Intellectual Property including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark related Intellectual Property; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to the Grantor, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark related Intellectual Property.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the Security Interest attach to any Excluded Assets, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto; provided, that, upon such filing, the Trademark Collateral shall include, and the Security Interest shall attach to, such intent-to-use application.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations owed by Grantor to Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Agent and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule

I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HAPPY MOUNTAINS, LLC

By: 
Name: Bill Griffin
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:


AGENT:

**PINEBRIDGE STRUCTURED CAPITAL
PARTNERS II, L.P.**

By: PineBridge Structured Capital General Partners II,
LP, its General Partner

By: PineBridge Structured Capital II GP, LLC, its
General Partner

By: PineBridge Investments LLC, its Sole Member

By: 
Name: FT Chong
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Happy Mountains, LLC	PHYSICIAN ONE logo	4,974,288	June 7, 2016
Happy Mountains, LLC	PHYSICIAN ONE URGENT CARE Design with Logo	4,969,286	May 31, 2016
Happy Mountains, LLC	PHYSICIAN ONE URGENT CARE stylized words	4,965,133	May 24, 2016
Happy Mountains, LLC	PHYSICIAN ONE URGENT CARE	4,965,107	May 24, 2016
Happy Mountains, LLC	PHYSICIANONE	4,960,888	May 17, 2016