

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543669

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CUA Opco, LLC		09/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, as agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5771774	COLORADO UROLOGY	
<b>Registration Number:</b>	5771773	COLORADO UROLOGY	
<b>Registration Number:</b>	5789015	UNITED UROLOGY GROUP	
<b>Registration Number:</b>	5611978	CHESAPEAKE UROLOGY	
<b>Registration Number:</b>	5611977	TENNESSEE UROLOGY ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	4045723428		
<b>Email:</b>	tkirillova@kslaw.com		
<b>Correspondent Name:</b>	Tatyana Kirillova, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	24046.015089		
<b>NAME OF SUBMITTER:</b>	Tatyana Kirillova		
<b>SIGNATURE:</b>	/s/ Tatyana Kirillova		
<b>DATE SIGNED:</b>	10/03/2019		

OP \$140.00 5771774

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2019, is made by CUA Opco, LLC, a Delaware limited liability company (the “Grantor”), in favor of Capital One, National Association (as successor-by-merger to Healthcare Financial Solutions, LLC) (“CONA”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as Borrower thereunder, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and CONA, 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; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement, dated as of even date with the Credit Agreement, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is 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 the 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 Borrower thereunder, the Grantor hereby agrees with the 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. The 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 the Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with

the U.S. Patent and Trademark Office)), 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 the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and


enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

CUA OPCO, LLC,  
as Grantor

By: 

Name: Steve Bass  
Title: Chief Executive Officer,  
Chief Financial Officer,  
Treasurer, and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
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ACCEPTED AND AGREED  
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION  
as Agent

By: *Karen M. Dehlyquist*  
Name: *Karen M. Dehlyquist*  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006762 FRAME: 0513**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
COLORADO UROLOGY (Design plus words)	CUA Opco, LLC	88176936	5771774	10/31/2018	06/04/2019
COLORADO UROLOGY	CUA Opco, LLC	88176920	5771773	10/31/2018	06/04/2019
UNITED UROLOGY GROUP	CUA Opco, LLC	87857694	5789015	03/30/2018	09/11/2018
CHESAPEAKE UROLOGY	CUA Opco, LLC	87922212	5611978	05/15/2018	11/20/2018
TENNESSEE UROLOGY ASSOCIATES	CUA Opco, LLC	87922185	5611977	05/15/2018	11/20/2018

2. TRADEMARK APPLICATIONS

None.