

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHYSICIANS IMMEDIATE CARE LLC		11/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST, AS ADMINISTRATIVE AGENT		
Street Address:	7255 WOODMONT AVE., SUITE 200		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4987164	URGENT CARE PASS AVOID THE LINE. RESERVE	
Registration Number:	4987161	URGENT CARE PASS AVOID THE LINE. RESERVE	
Registration Number:	4565232	WHEN THERE'S URGENCY BUT NO EMERGENCY	
Registration Number:	4561583	PHYSICIANS URGENT CARE	
Registration Number:	4561582	PHYSICIANS URGENT CARE	
Registration Number:	4668843	PHYSICIANS IMMEDIATE CARE	
Registration Number:	4668842	PHYSICIANS URGENT CARE	
Registration Number:	4561581	PHYSICIANS URGENT CARE	
Registration Number:	4561580	PHYSICIANS IMMEDIATE CARE	
Registration Number:	4561579	PHYSICIANS URGENT CARE	
Registration Number:	4561578	PHYSICIANS IMMEDIATE CARE	
Registration Number:	4561577	PHYSICIANS IMMEDIATE CARE	
Registration Number:	4561576	PHYSICIANS IMMEDIATE CARE	
Registration Number:	4368668	CURING WAITAPHOBIA	
Registration Number:	3048743	PHYSICIANS IMMEDIATECARE	
Registration Number:	3847282	P PIC PHYSICAL THERAPY	
Registration Number:	3798874	PIC PHYSICAL THERAPY	
Serial Number:	88297810	WORK WHERE IT MATTERS	
TRADEMARK			

OP \$465.00 4987164

CORRESPONDENCE DATA**Fax Number:** 6152446804*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:** 615-850-8945**Email:** trademarkdocket@wallerlaw.com**Correspondent Name:** Dustin Timblin**Address Line 1:** c/o Waller Lansden Dortch & Davis**Address Line 2:** 511 Union Street, Suite 2700**Address Line 4:** Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	025987.96805
NAME OF SUBMITTER:	Dustin Timblin
SIGNATURE:	/DUSTIN TIMBLIN/
DATE SIGNED:	11/07/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 4, 2019 among PHYSICIANS IMMEDIATE CARE LLC, a Delaware limited liability company (the “**Grantor**”) and MIDCAP FUNDING IV TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of February 8, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), by and among Grantor and each of the other entities listed as Borrowers on Annex A attached hereto and made part hereof (each individually, a “**Borrower**”, and collectively, the “**Borrowers**”), the financial institutions from time to time party thereto, as Lenders (the “**Lenders**”), and MIDCAP FUNDING IV TRUST, a Delaware statutory trust, as a Lender and Agent, Lenders have agreed to make the Revolving Loans (as defined therein) to the Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, the 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lenders, a valid and continuing first priority security interest in and Lien (subject to Permitted Liens) on all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of the Grantor’s Trademark registrations and Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations of the Grantor and the other Credit Parties, 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 and would be owed by the Grantor, or any of the other Credit Parties, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor or any other Credit Party.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Credit Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If the Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, then the Grantor shall report such filing to Agent no later than the date the Compliance Certificate with respect to the month in which such filing occurs is required to be delivered pursuant to Section 4.1 of the Credit Agreement. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally (but Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of the Grantor, which become part of the Trademark Collateral under the Credit Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon the Grantor, its successors and assigns and shall insure, together with the rights and remedies of Agent and the Lenders hereunder, to the benefit of Agent and the Lenders and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission (including in "pdf" or "tif") shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. TERMINATION; RELEASE. Upon the occurrence of the Termination Date, security interests granted herein shall automatically terminate with respect to all

Trademark Collateral without further action by any party. Upon the occurrence of the Termination Date, the Agent shall, at the Grantor's sole expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Trademark Collateral and any other such documents as the Grantor shall reasonably request to evidence such termination.

11. MISCELLANEOUS. The terms and provisions of Article 12 of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, mutatis mutandis, as if fully set forth herein, and the parties hereto agree to such terms.

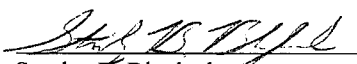
12. Financing Document. This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[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.

GRANTOR:

PHYSICIANS IMMEDIATE CARE LLC,
as Grantor

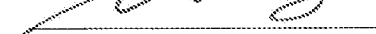
By: 
Name: Stanley B. Blaylock
Title: President

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FUNDING IV TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Annex A

Borrowers

1. PIC Employee Leasing Management, LLC, a Delaware limited liability company
2. PIC Employee Leasing, LLC, a Delaware limited liability company
3. PIC Management Holding Company of Chicagoland, LLC, a Delaware limited liability company
4. PIC Management Holding Company of Michiana, LLC, a Delaware limited liability company
5. PIC Management Holding Company, LLC, a Delaware limited liability company
6. PIC Management Holding Company of Alsip, LLC, a Delaware limited liability company
7. PIC Management Holding Company of Freeport, LLC, a Delaware limited liability company
8. PIC Management Holding Company of Rockford, LLC, a Delaware limited liability company
9. PIC Management Holding Company of Wisconsin, LLC, a Delaware limited liability company
10. PIC Management Holding Company of Indiana, LLC, a Delaware limited liability company
11. Physicians Care Group, Ltd., an Illinois corporation
12. PIC Indiana, PC, an Indiana professional corporation
13. Physicians Immediate Care Chicago, PLLC, an Illinois professional limited liability company
14. Urgent Care Services Group, PLLC, an Illinois professional limited liability company
15. PIC Wisconsin, S.C., a Wisconsin service corporation
16. Healthy Chicago Primary Care, P.L.L.C., an Illinois professional limited liability company

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Serial Number	Reg. Number	Word Mark
86780543	4987164	URGENT CARE PASS AVOID THE LINE. RESERVE YOUR TIME.
86780527	4987161	URGENT CARE PASS AVOID THE LINE. RESERVE YOUR TIME.
85896843	4565232	WHEN THERE'S URGENCY BUT NO EMERGENCY
85871548	4561583	PHYSICIANS URGENT CARE
85871542	4561582	PHYSICIANS URGENT CARE
85871538	4668843	PHYSICIANS IMMEDIATE CARE
85871529	4668842	PHYSICIANS URGENT CARE
85871525	4561581	PHYSICIANS URGENT CARE
85871510	4561580	PHYSICIANS IMMEDIATE CARE
85871505	4561579	PHYSICIANS URGENT CARE
85871502	4561578	PHYSICIANS IMMEDIATE CARE
85871495	4561577	PHYSICIANS IMMEDIATE CARE
85871478	4561576	PHYSICIANS IMMEDIATE CARE
85838885	4368668	CURING WAITAPHOBIA
78369220	3048743	PHYSICIANS IMMEDIATECARE
77836498	3847282	P PIC PHYSICAL THERAPY
77836507	3798874	PIC PHYSICAL THERAPY

TRADEMARK APPLICATIONS

Trademark	Application Number
WORK WHERE IT MATTERS	88297810