

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PH GROUP HOLDINGS CORP.		11/15/2019	Corporation: DELAWARE
PRIVIA HEALTH, LLC		11/15/2019	Limited Liability Company: DELAWARE
PRIVIA MANAGEMENT COMPANY, LLC		11/15/2019	Limited Liability Company: DELAWARE
PRIVIA MANAGEMENT COMPANY OF NORTH TEXAS, LLC		11/15/2019	Limited Liability Company: DELAWARE
PQN-CENTRAL TEXAS, LLC		11/15/2019	Limited Liability Company: DELAWARE
PRIVIA MANAGEMENT COMPANY OF GEORGIA, LLC		11/15/2019	Limited Liability Company: GEORGIA
PQN-GEORGIA, LLC		11/15/2019	Limited Liability Company: GEORGIA
PRIVIA VIRTUAL HEALTH, LLC		11/15/2019	Corporation: DELAWARE
PRIVIA DC METRO MANAGEMENT COMPANY, LLC		11/15/2019	Limited Liability Company: DELAWARE
WOMEN'S HEALTH MANAGEMENT COMPANY, LLC		11/15/2019	Limited Liability Company: DELAWARE
PRIVIA WOMEN'S SPECIALTY IPA, LLC		11/15/2019	Limited Liability Company: DELAWARE
PATIENT HEALTH ADVOCACY SOLUTIONS, LLC		11/15/2019	Limited Liability Company: DELAWARE
COMPLETE MD SOLUTIONS, LLC		11/15/2019	Limited Liability Company: TEXAS
PRIVIA QUALITY NETWORK, LLC		11/15/2019	Limited Liability Company: DELAWARE
PRIVIA QUALITY NETWORK GULF COAST II, LLC		11/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		

OP \$140.00 5826783

TRADEMARK

Street Address:	3003 Tasman Drive
Internal Address:	HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5826783	PRIVIA MEDICAL GROUP
Registration Number:	5826784	PRIVIA WOMEN'S HEALTH
Serial Number:	88258825	MYPRIVIA
Serial Number:	88258783	PRIVIA HEALTH
Serial Number:	88258807	PRIVIA QUALITY NETWORK

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1154442
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	11/18/2019

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 15, 2019 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of November 15, 2019, by and among PH GROUP HOLDINGS CORP., a Delaware corporation (“*Holdings*”), PRIVIA HEALTH, LLC, a Delaware limited liability company (the “*Borrower*”), the several Lenders party thereto from time to time, Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Holdings, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Holdings, Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Holdings, Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, Borrower’s, and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property included in the Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PH GROUP HOLDINGS CORP.

By: _____
[Handwritten Signature]

Name: Parth Mehrotra
Title: Vice-President

PRIVIA HEALTH, LLC

By: _____

Name:
Title:

PRIVIA MANAGEMENT COMPANY, LLC

By: _____

Name:
Title:

PRIVIA MANAGEMENT COMPANY OF NORTH TEXAS, LLC

By: _____

Name:
Title:

PQN-CENTRAL TEXAS, LLC

By: _____

Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PH GROUP HOLDINGS CORP.

By: _____

Name:

Title:

PRIVIA HEALTH, LLC

By: _____ 

Name: David Mountcastle

Title: Treasurer/CFO

PRIVIA MANAGEMENT COMPANY, LLC

By: _____

Name:

Title:

PRIVIA MANAGEMENT COMPANY OF NORTH TEXAS, LLC

By: _____

Name:

Title:

PQN-CENTRAL TEXAS, LLC

By: _____

Name:

Title:

{Signature Page to Intellectual Property Security Agreement}

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PH GROUP HOLDINGS CORP.

By: _____

Name:

Title:

PRIVIA HEALTH, LLC

By: _____

Name:

Title:

PRIVIA MANAGEMENT COMPANY, LLC

By: Thomas Bortan

Name: *Thomas Bortan*

Title: *Secretary*

PRIVIA MANAGEMENT COMPANY OF NORTH TEXAS, LLC

By: Thomas Bortan

Name: *Thomas Bortan*

Title: *Secretary*

PQN-CENTRAL TEXAS, LLC

By: Thomas Bortan

Name: *Thomas Bortan*

Title: *Secretary*

PRIVIA MANAGEMENT COMPANY OF GEORGIA, LLC

By: Thomas Barton

Name: Thomas Barton
Title: Secretary

PQN-GEORGIA, LLC

By: Thomas Barton

Name: Thomas Barton
Title: Secretary

PRIVIA VIRTUAL HEALTH, LLC

By: Thomas Barton

Name: Thomas Barton
Title: Secretary

PRIVIA DC METRO MANAGEMENT COMPANY, LLC

By: Thomas Barton

Name: Thomas Barton
Title: Secretary

WOMEN'S HEALTH MANAGEMENT COMPANY, LLC

By: Thomas Barton

Name: Thomas Barton
Title: Secretary

PRIVIA QUALITY NETWORK, LLC

By: Thomas Barton

Name: Thomas Barton
Title: Secretary

PRIVIA WOMEN'S SPECIALTY IPA, LLC

By: Thomas Barton

Name: Thomas Barton

Title: *Secretary*

PATIENT HEALTH ADVOCACY SOLUTIONS, LLC

By: *Thomas Burton*

Name: *Thomas Burton*

Title: *Secretary*

COMPLETE MD SOLUTIONS, LLC

By: _____

Name:

Title:

PRIVIA QUALITY NETWORK GULF COAST II, LLC

By: _____

Name:

Title:

PRIVIA WOMEN'S SPECIALTY IPA, LLC

By: _____

Name:

Title:

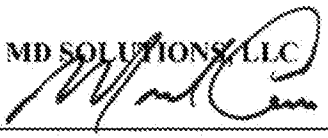
PATIENT HEALTH ADVOCACY SOLUTIONS, LLC

By: _____

Name:

Title:

COMPLETE MD SOLUTIONS, LLC

By: _____ 

Name: Mark Cone

Title: President

PRIVIA QUALITY NETWORK GULF COAST II, LLC

By: _____

Name:

Title:

PRIVIA WOMEN'S SPECIALTY IPA, LLC

By: _____

Name:

Title:

PATIENT HEALTH ADVOCACY SOLUTIONS, LLC

By: _____

Name:

Title:

COMPLETE MD SOLUTIONS, LLC

By: _____

Name:

Title:

PRIVIA QUALITY NETWORK GULF COAST II, LLC

By: _____

Name: Keith Fernandez

Title: President

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Joe Hamner

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Privia Health, LLC	United States	5,826,783	8/6/2019	1/11/2019	Privia Health, LLC	Privia Medical Group
Privia Health, LLC	United States	5,826,784	8/6/2019	1/11/2019	Privia Health, LLC	Privia Women's Health

Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Privia Health, LLC	United States	88258825	1/11/2019	Privia Health, LLC	myPrivia
Privia Health, LLC	United States	88258783	1/11/2019	Privia Health, LLC	Privia Health
Privia Health, LLC	United States	88258807	1/11/2019	Privia Health, LLC	Privia Quality Network

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