

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560416

<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>
RURAL PARTNERS IN MEDICINE, LLC		02/04/2020	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENTERPRISE BANK & TRUST		
<b>Street Address:</b>	12695 Metcalf Avenue		
<b>City:</b>	Overland Park		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66213		
<b>Entity Type:</b>	chartered trust company: MISSOURI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4699419	RURAL PARTNERS IN MEDICINE	
<b>Registration Number:</b>	5338260	RURAL PARTNERS IN MEDICINE BRINGING SPEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>	3142592000		
<b>Email:</b>	susan.murphy@bcplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	1014489.80		
<b>NAME OF SUBMITTER:</b>	Jay Wheeler		
<b>SIGNATURE:</b>	/Jay Wheeler/		
<b>DATE SIGNED:</b>	02/04/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of February 4, 2020 is made by RURAL PARTNERS IN MEDICINE, LLC, a Colorado limited liability company (“**Grantor**”), in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “**Secured Party**”).

Grantor, RURAL PARTNERS IN MEDICINE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), INSPIRE REHABILITATION, L.L.C., a Nebraska professional limited liability company (“**InSPIRe**”), INSPIRE RESOURCE GROUP L.L.C., a Nebraska limited liability company (“**IRG**”), INSPIRE TRI VALLEY, L.L.C., a Nebraska professional limited liability company (“**TriValley**”), INSPIRE REHABILITATION HARLAN COUNTY, L.L.C., a Nebraska professional limited liability company (“**IRHC**”), INSPIRE FAIRFAX, L.L.C., a Nebraska professional limited liability company (“**Fairfax**”), INSPIRE HOLDREGE, L.L.C., a Nebraska professional limited liability company (“**Holdrege**”), INSPIRE REHABILITATION AINSWORTH, L.L.C., a Nebraska professional limited liability company (“**Ainsworth**,” and together with Grantor, Holdings, InSPIRe, IRG, TriValley, IRHC, Fairfax and Holdrege hereinafter referred to individually or collectively, as the context may require, as “**Borrower**”) and Secured Party have entered into a Loan Agreement dated as of the date hereof (the “**Loan Agreement**”).

As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

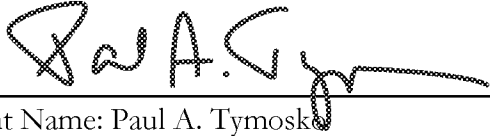
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ENTERPRISE BANK & TRUST

By:   
Print Name: Paul A. Tymoske  
Title: Senior Vice President

GRANTOR

RURAL PARTNERS IN MEDICINE, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Print Name: Chris Pusey  
Title: Chief Operating Officer

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ENTERPRISE BANK & TRUST

GRANTOR


RURAL PARTNERS IN MEDICINE, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Print Name: Paul A. Tymosko  
Title: Senior Vice President

By:  \_\_\_\_\_  
Print Name: Chris Plusey  
Title: Chief Operating Officer

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Renewal Date</b>
Rural Partners in Medicine, LLC	RURAL PARTNERS IN MEDICINE	4,699,419	Mar. 10, 2020 (earliest date a Section 8 renewal may be filed). Sep. 10, 2021 (latest date a Section 8 renewal may be filed).
Rural Partners in Medicine, LLC		5,338,260	Nov. 21, 2022 (earliest date a Section 8 renewal may be filed). May 21, 2024 (latest date a Section 8 renewal may be filed)