

| |
|---|
| TRADEMARK ASSIGNMENT COVER SHEET |
|---|

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM571284

| | | | |
|--|-------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| URGENT TEAM HOLDINGS, INC. | | 10/11/2016 | Corporation: DELAWARE |
| URGENT TEAM MANAGEMENT, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| URGENT TEAM MANAGEMENT OF TENNESSEE, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| URGENT TEAM MANAGEMENT OF MISSISSIPPI, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| URGENT TEAM MANAGEMENT OF ARKANSAS, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| CROSSROADS URGENT CARE, PLLC | | 10/11/2016 | Professional Limited Liability Company: TENNESSEE |
| CONVENIENT CARE CLINIC, LLC | | 10/11/2016 | Limited Liability Company: MISSISSIPPI |
| URGENT TEAM OF ARKANSAS PHYSICIANS, LLC | | 10/11/2016 | Limited Liability Company: ARKANSAS |
| URGENT TEAM MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| URGENT TEAM MANAGEMENT OF GOLDEN TRIANGLE, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| GOLDEN TRIANGLE URGENT CARE L.L.C. | | 10/11/2016 | Limited Liability Company: MISSISSIPPI |
| URGENT TEAM MANAGEMENT OF CHATTANOOGA, LLC | | 10/11/2016 | Limited Liability Company: DELAWARE |
| PHYSICIANS CARE, INC. | | 10/11/2016 | Corporation: TENNESSEE |
| BURTON HILLS PRIMARY CARE, PLLC | | 10/11/2016 | Professional Limited Liability Company: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |

CH \$40.00 88784600

| | |
|--------------------------|----------------------------------|
| Street Address: | 39200 SIX MILE ROAD |
| Internal Address: | MC 7578 |
| City: | LIVONIA |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------------|
| Serial Number: | 88784600 | PHYSICIANS CARE |

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

| | |
|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 036703-1600 |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK |
| SIGNATURE: | /JENNIFER FITZPATRICK/ |
| DATE SIGNED: | 04/09/2020 |

Total Attachments: 11

source=Uregt Team 2016 IPSA (updated March 2020)#page1.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page2.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page3.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page4.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page5.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page6.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page7.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page8.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page9.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page10.tif
source=Uregt Team 2016 IPSA (updated March 2020)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 11, 2016 by and between **COMERICA BANK** ("Bank") and **URGENT TEAM HOLDINGS, INC.**, a Delaware corporation ("**Holdings**") and each of the parties listed on Annex A attached hereto and each additional party added as a Borrower from time to time (each, including Holdings, individually and collectively, jointly and severally, "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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 Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

Attn: _____

GRANTOR:

Urgent Team Holdings, Inc.

By: _____
Name: _____
Title: _____

Urgent Team Management, LLC

By: _____
Name: _____
Title: _____

Urgent Team Management of Tennessee, LLC

By: _____
Name: _____
Title: _____

Urgent Team Management of Mississippi, LLC

By: _____
Name: _____
Title: _____

Urgent Team Management of Arkansas, LLC

By: _____
Name: _____
Title: _____

Crossroads Urgent Care, PLLC X

By: _____
Name: _____
Title: _____

Convenient Care Clinic, 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:

Address of Grantor:

Attn: _____

Urgent Team Holdings, Inc.

By: _____
Name: _____
Title: _____

Urgent Team Management, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Tennessee, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Mississippi, LLC

Attn: _____

By: _____
Name: _____
Title: _____


Urgent Team Management of Arkansas, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Crossroads Urgent Care, PLLC

Attn: _____

By: 
Name: William Meadows, MD
Title: _____

Convenient Care Clinic, LLC

Attn: _____

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Security Agreement]

GRANTOR (cont.):

Urgent Team of Arkansas Physicians, LLC



By: _____
Name: Chad Sherwood, MD
Title: _____

Attn: _____

Urgent Team Management of Arkansas Ancillary Services, LLC

By: _____
Name: _____
Title: _____

Attn: _____

Urgent Team Management of Golden Triangle, LLC

By: _____
Name: _____
Title: _____

Attn: _____

Golden Triangle Urgent Care L.L.C.

By: _____
Name: _____
Title: _____

Attn: _____

Urgent Team Tennessee JV, LLC

By: _____
Name: _____
Title: _____

Attn: _____

Urgent Team Management of Chattanooga, LLC

By: _____
Name: _____
Title: _____

Attn: _____

Physicians Care, Inc.

By: _____
Name: _____
Title: _____

Attn: _____

Burton Hills Primary Care, PLLC

By: _____
Name: _____
Title: _____

Attn: _____

[Signature page to Intellectual Property Security Agreement]

GRANTOR (cont.):

Urgent Team of Arkansas Physicians, LLC X

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Arkansas Ancillary Services, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Golden Triangle, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Golden Triangle Urgent Care L.L.C.

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Tennessee JV, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Chattanooga, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Physicians Care, Inc.

Attn: _____

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Security Agreement]

GRANTOR (cont.):

Urgent Team of Arkansas Physicians, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Arkansas Ancillary Services, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Golden Triangle, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Golden Triangle Urgent Care L.L.C.

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Tennessee JV, LLC

Attn: _____

By: _____
Name: _____
Title: _____

Urgent Team Management of Chattanooga, LLC

Attn: _____

By: _____
Name: _____
Title: _____

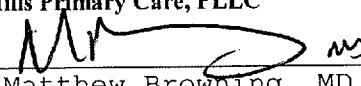
Physicians Care, Inc.

Attn: _____

By: _____
Name: _____
Title: _____

Burton Hills Primary Care, PLLC

Attn: _____

By: 
Name: Matthew Browning, MD
Title: Owner

[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.

BANK:

Address of Bank:

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: 
Name: Walter Weston
Title: Vice President

[Signature page to Intellectual Property Security Agreement]

ANNEX A
LIST OF GRANTORS

1. URGENT TEAM HOLDINGS, INC., a Delaware corporation (formerly known as Wellnow Urgent Care Holdings, INC.);
2. URGENT TEAM MANAGEMENT, LLC, a Delaware limited liability company (formerly known as Wellnow Urgent Care Management, LLC);
3. URGENT TEAM MANAGEMENT OF TENNESSEE, LLC, a Delaware limited liability company (formerly known as Wellnow Urgent Care Management Of Tennessee, LLC);
4. URGENT TEAM MANAGEMENT OF MISSISSIPPI, LLC, a Delaware limited liability company (formerly known as Wellnow Urgent Care Management Of Mississippi, LLC);
5. URGENT TEAM MANAGEMENT OF ARKANSAS, LLC, a Delaware limited liability company (formerly known as Wellnow Urgent Care Management Of Arkansas, LLC);
6. CROSSROADS URGENT CARE, PLLC, Tennessee professional limited liability company;
7. CONVENIENT CARE CLINIC, LLC, a Mississippi limited liability company;
8. URGENT TEAM OF ARKANSAS PHYSICIANS, LLC, an Indiana limited liability company (formerly known as Wellnow Urgent Care Of Arkansas Physicians, LLC);
9. URGENT TEAM MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC, a Delaware limited liability company (formerly known as Wellnow Urgent Care Management Of Arkansas Ancillary Services, LLC);
10. URGENT TEAM MANAGEMENT OF GOLDEN TRIANGLE, LLC, a Delaware limited liability company;
11. GOLDEN TRIANGLE URGENT CARE L.L.C., a Mississippi limited liability company;
12. URGENT TEAM TENNESSEE JV, LLC, a Delaware limited liability company;
13. URGENT TEAM MANAGEMENT OF CHATTANOOGA, LLC, a Delaware limited liability company;
14. PHYSICIANS CARE, INC., a Tennessee corporation; and
15. BURTON HILLS PRIMARY CARE, PLLC, a Tennessee professional limited liability company.

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|--------------------------------|--------------------------|
| Physicians Care, PC Master Clinic Plans. | VAu001085303 | 04/07/2010 |

EXHIBIT B

Patents

| Owner | Description | Patent / Application Number | Issue / Application Date |
|--------------|--------------------|--|---|
| None. | | | |

EXHIBIT C (to IPSA)

Trademarks

| <u>Owner</u> | <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|--|---|--|---|
| Urgent Team Management, LLC (formerly known as Wellnow Urgent Care Management, LLC) | URGENT TEAM IMMEDIATE FAMILY CARE | 4,682,301 | 02/03/15 |
| Urgent Team Management, LLC (formerly known as Wellnow Urgent Care Management, LLC) | <Design> | 76/719,689 | 08/30/16 |
| Urgent Team Management, LLC (formerly known as Wellnow Urgent Care Management, LLC) | URGENT TEAM FAMILY OF URGENT CARE & WALK-IN CENTERS | 76/719,688 | 08/30/16 |
| Urgent Team Management, LLC | HOLD MY SPOT | 88/310,582 | 02/21/19 |
| Urgent Team Management, LLC | PHYSICIANS CARE | 88/784,600 | 02/04/20 |