

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588397

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900551406

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
After Hours Pediatrics, Inc.		05/20/2020	Corporation: FLORIDA
Anesthesia Services of Omaha, LLC		05/20/2020	Limited Liability Company: NEBRASKA
Anesthetix Holdings, LLC		05/20/2020	Corporation: DELAWARE
Circleville Emergency Physicians, LLC		05/20/2020	Limited Liability Company: OHIO
Clinic Management Services, Inc.		05/20/2020	Corporation: TENNESSEE
Daniel & Yeager, LLC		05/20/2020	Limited Liability Company: ALABAMA
Exigence Management Company, Inc.		05/20/2020	Corporation: NEW YORK
Florida Emergency Physicians Kang & Associates, M.D., Inc.		05/20/2020	Corporation: FLORIDA
HCFS Health Care Financial Services, LLC		05/20/2020	Limited Liability Company: FLORIDA
Healthcare Revenue Recovery Group, LLC		05/20/2020	Limited Liability Company: FLORIDA
Hospital Medicine Associates, LLC		05/20/2020	Limited Liability Company: FLORIDA
Hospitalists of Arizona, Inc.		05/20/2020	Corporation: ARIZONA
InPatient Consultants of Wyoming, LLC		05/20/2020	Limited Liability Company: WYOMING
InPhyNet Contracting Services, LLC		05/20/2020	Limited Liability Company: FLORIDA
IPC Healthcare, Inc.		05/20/2020	Corporation: DELAWARE
Mediserv Medical Information Services, Ltd.		05/20/2020	Limited Partnership: TEXAS
Northwest Emergency Physicians, LLC		05/20/2020	Limited Liability Company: WASHINGTON
Paragon Contracting Services, LLC		05/20/2020	Limited Liability Company: FLORIDA
Premier Health Care Services, LLC		05/20/2020	Limited Liability Company: OHIO
Southeastern Emergency Physicians, LLC		05/20/2020	Limited Liability Company: TENNESSEE

**TRADEMARK**

Name	Formerly	Execution Date	Entity Type
Spectrum Healthcare Resources, Inc.		05/20/2020	Corporation: DELAWARE
Spectrum Healthcare Services, Inc.		05/20/2020	Corporation: DELAWARE
Team Health, LLC		05/20/2020	Limited Liability Company: TENNESSEE

#### RECEIVING PARTY DATA

<b>Name:</b>	Blackstone Holdings Finance Co. L.L.C., as Collateral Agent
<b>Street Address:</b>	345 Park Avenue
<b>Internal Address:</b>	15th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10154
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

#### PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	4785884	IPC HEALTHCARE
Registration Number:	4785879	IPC HEALTHCARE IMPROVING PATIENT CARE
Registration Number:	4789477	IPC HEALTHCARE
Registration Number:	3448918	IPC
Registration Number:	2303823	IPC-LINK
Registration Number:	2361351	IPC-THE HOSPITALIST COMPANY
Registration Number:	2624323	A NATIONWIDE SCOPE WITH A LOCAL PRESENCE
Registration Number:	3404014	AFTER HOURS PEDIATRICS URGENT CARE
Registration Number:	2450944	AFTER HOURS PEDIATRICS URGENT CARE FOR I
Registration Number:	4323676	CAPTURE PRINCIPLE
Registration Number:	3068130	D&Y
Registration Number:	3403177	DASHBOARD
Registration Number:	3386485	DASHBOARD EMERGENCY DEPARTMENT
Registration Number:	3805651	EMERGENCY COVERAGE CORPORATION OF TEAMHE
Registration Number:	3594011	EXIGENCE
Registration Number:	4040100	HEALTH CARE FINANCIAL SERVICES OF TEAMHE
Registration Number:	4961376	ITEAM
Registration Number:	4313947	
Registration Number:	2786728	MBI SOLUTIONS
Registration Number:	1863986	MEDICAL MANAGEMENT RESOURCES
Registration Number:	3798502	MEDICAL MANAGEMENT RESOURCES OF TEAM HEA

Property Type	Number	Word Mark
Registration Number:	1950189	MMR
Registration Number:	1939914	NEW CENTURY PEDIATRICS
Registration Number:	3809292	NORTHWEST EMERGENCY PHYSICIANS OF TEAMHE
Registration Number:	4183053	NURSE411
Registration Number:	4185908	NURSE411
Registration Number:	3917746	OPTIMETRIX
Registration Number:	4363952	OPTIMETRIX ED
Registration Number:	2221051	P PREMIER HEALTH CARE SERVICES, INC.
Registration Number:	1755863	PARK MED
Registration Number:	2187014	PREMIER HEALTH CARE SERVICES
Registration Number:	4344318	PREMIER PHYSICIAN SERVICES
Registration Number:	4415614	PROVIDERS FOR LIFE
Registration Number:	4438619	RAISING STANDARDS
Registration Number:	4438618	RAISING STANDARDS IN EMERGENCY AND HOSPI
Registration Number:	3532138	REST ASSURED.
Registration Number:	3532137	REST ASSURED.
Registration Number:	1954142	SEP
Registration Number:	1754139	SPECTRUM
Registration Number:	1933708	SPECTRUM
Registration Number:	2489975	TEAM HEALTH
Registration Number:	4939876	TEAM HEALTH
Registration Number:	3802032	TEAM HEALTH
Registration Number:	4691356	THIS TEAMHEALTH INTEGRATED SERVICES
Registration Number:	3558838	DON'T DESPAIR...GO TO IMMEDIATE CARE!
Registration Number:	3508039	IMMEDIATE CARE
Registration Number:	3608324	THE FASTEST ER ALTERNATIVE
Registration Number:	3515478	PULSE OCCUPATIONAL MEDICINE
Registration Number:	3153077	DANIEL & YEAGER
Registration Number:	1918285	SOUTHEASTERN EMERGENCY PHYSICIANS
Registration Number:	3974462	MEDISERV
Serial Number:	87209167	MOES MID-OHIO EMERGENCY SERVICES

**CORRESPONDENCE DATA**

Fax Number: 2124552502

*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: 2124552333

Email: jnull@stblaw.com

Correspondent Name: Bobbie Burrows

Address Line 1: 425 Lexington Avenue

**TRADEMARK**

**REEL: 007000 FRAME: 0924**

<b>Address Line 4:</b>	New York, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	091869/0025
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	07/24/2020
<b>Total Attachments: 8</b> source=Team Health - Trademark Security Agreement (Executed)#page1.tif source=Team Health - Trademark Security Agreement (Executed)#page2.tif source=Team Health - Trademark Security Agreement (Executed)#page3.tif source=Team Health - Trademark Security Agreement (Executed)#page4.tif source=Team Health - Trademark Security Agreement (Executed)#page5.tif source=Team Health - Trademark Security Agreement (Executed)#page6.tif source=Team Health - Trademark Security Agreement (Executed)#page7.tif source=Team Health - Trademark Security Agreement (Executed)#page8.tif	

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of May 20, 2020, by each Grantor party hereto from time to time (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Blackstone Holdings Finance Co. L.L.C., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to a Security Agreement dated as of May 20, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

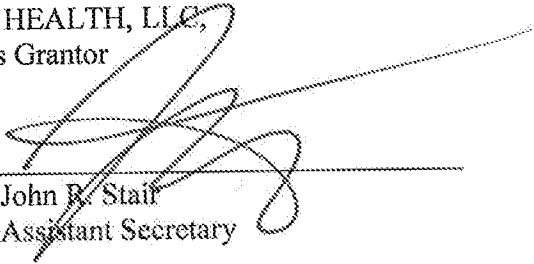
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

AFTER HOURS PEDIATRICS, INC.  
ANESTHESIA SERVICES OF OMAHA, LLC  
ANESTHETIX HOLDINGS, LLC  
CIRCLEVILLE EMERGENCY PHYSICIANS,  
LLC  
CLINIC MANAGEMENT SERVICES, INC.  
DANIEL & YEAGER, LLC  
EXIGENCE MANAGEMENT COMPANY, INC.  
FLORIDA EMERGENCY PHYSICIANS KANG  
& ASSOCIATES, M.D., INC.  
HCFS HEALTH CARE FINANCIAL SERVICES,  
LLC  
HEALTHCARE REVENUE RECOVERY  
GROUP, LLC,  
HOSPITAL MEDICINE ASSOCIATES, LLC  
HOSPITALISTS OF ARIZONA, INC.  
INPATIENT CONSULTANTS OF WYOMING,  
LLC  
INPHYNET CONTRACTING SERVICES, LLC  
IPC HEALTHCARE, INC.  
MEDISERV MEDICAL INFORMATION  
SERVICES, LTD.  
NORTHWEST EMERGENCY PHYSICIANS,  
LLC  
PARAGON CONTRACTING SERVICES, LLC  
PREMIER HEALTH CARE SERVICES, LLC  
SOUTHEASTERN EMERGENCY PHYSICIANS,  
LLC  
SPECTRUM HEALTHCARE RESOURCES, INC.  
SPECTRUM HEALTHCARE SERVICES, INC.  
TEAM HEALTH, LLC,  
each, as Grantor

By:   
Name: John R. Stall  
Title: Assistant Secretary

BLACKSTONE HOLDINGS FINANCE CO. L.L.C., as  
Collateral Agent

By:   
Name: Matthew Skurbe  
Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement]*



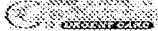
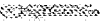
**TRADEMARK**  
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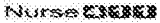
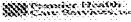



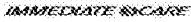
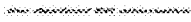
**Schedule I  
Trademark Registrations and Applications**



**United States Patents and Trademarks**

**U.S. Trademark Registrations & Applications**

	<b>Owner</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>
1.	IPC Healthcare, Inc.	IPC HEALTHCARE (& design) 	86/502,020	4,785,884
2.	IPC Healthcare, Inc.	IPC HEALTHCARE IMPROVING PATIENT CARE	86/497,882	4,785,879
3.	IPC Healthcare, Inc.	IPC HEALTHCARE	86/478,336	4,789,477
4.	IPC Healthcare, Inc.	IPC (& design) 	77/305,576	3,448,918
5.	IPC Healthcare, Inc.	IPC-LINK	75/530,363	2,303,823
6.	IPC Healthcare, Inc.	IPC-THE HOSPITALIST COMPANY	75/530,488	2,361,351
7.	Spectrum Healthcare Resources, Inc.	A NATIONWIDE SCOPE WITH A LOCAL PRESENCE	76/274,895	2,624,323
8.	After Hours Pediatrics, Inc.	AFTER HOURS PEDIATRICS URGENT CARE (& design) 	76/671,852	3,404,014
9.	After Hours Pediatrics, Inc.	AFTER HOURS PEDIATRICS URGENT CARE FOR INFANTS CHILDREN AND YOUNG ADULTS (& design) 	76/028,446	2,450,944
10.	Spectrum Healthcare Resources, Inc.	CAPTURE PRINCIPLE	85/703,514	4,323,676
11.	Daniel & Yeager, LLC	D&Y	78/593,674	3,068,130
12.	Team Health, LLC	DASHBOARD	78/751,858	3,403,177

	<b>Owner</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>
13.	Team Health, LLC	DASHBOARD EMERGENCY DEPARTMENT (& design) 	78/751,947	3,386,485
14.	Team Health, LLC	EMERGENCY COVERAGE CORPORATION OF TEAMHEALTH	77/737,346	3,805,651
15.	Exigence Management Company, Inc.	EXIGENCE	77/403,949	3,594,011
16.	Team Health, LLC	HEALTH CARE FINANCIAL SERVICES OF TEAMHEALTH	77/737,393	4,040,100
17.	Team Health, LLC	ITEAM	86/564,967	4,961,376
18.	Premier Health Care Services, Inc.	(Design only) 	85/426,638	4,313,947
19.	Premier Health Care Services, Inc.	MBI SOLUTIONS	75/671,801	2,786,728
20.	HCFS Health Care Financial Services, LLC	MEDICAL MANAGEMENT RESOURCES	74/374,049	1,863,986
21.	Team Health, LLC	MEDICAL MANAGEMENT RESOURCES OF TEAM HEALTH	77/737,430	3,798,502
22.	HCFS Health Care Financial Services, Inc.	MMR	74/526,422	1,950,189
23.	Premier Health Care Services, Inc.	NEW CENTURY PEDIATRICS	74/616,526	1,939,914
24.	Team Health, LLC	NORTHWEST EMERGENCY PHYSICIANS OF TEAMHEALTH	77/737,396	3,809,292
25.	Team Health, LLC	NURSE411	85/490,484	4,183,053
26.	Team Health, LLC	NURSE411 (& design) 	85/493,737	4,185,908
27.	Team Health, LLC	OPTIMETRIX	77/809,658	3,917,746
28.	Team Health, LLC	OPTIMETRIX ED	85/761,203	4,363,952
29.	Premier Health Care Services, Inc.	P PREMIER HEALTH CARE SERVICES, INC. (& design & stylized) 	74/685,668	2,221,051

	<b>Owner</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>
30.	Clinic Management Services, Inc	PARK MED	74/208,316	1,755,863
31.	Premier Health Care Services, Inc.	PREMIER HEALTH CARE SERVICES	74/580,047	2,187,014
32.	Premier Health Care Services, Inc.	PREMIER PHYSICIAN SERVICES	85/416,553	4,344,318
33.	Team Health, LLC	Providers for Life	85/628,519	4,415,614
34.	Team Health, LLC	RAISING STANDARDS	85/741,181	4,438,619
35.	Team Health, LLC	RAISING STANDARDS IN EMERGENCY AND HOSPITAL MEDICINE	85/741,149	4,438,618
36.	Anesthetix Holdings, LLC	REST ASSURED.	77/308,865	3,532,138
37.	Anesthetix Holdings, LLC	REST ASSURED.	77/308,841	3,532,137
38.	Southeastern Emergency Physicians, Inc.	SEP	74/522,414	1,954,142
39.	Spectrum Healthcare Services, Inc.	SPECTRUM	74/069,007	1,754,139
40.	Spectrum Healthcare Services, Inc.	SPECTRUM	74/419,778	1,933,708
41.	Team Health, LLC	TEAM HEALTH	75/774,197	2,489,975
42.	Team Health, LLC	TEAM HEALTH	86/690,025	4,939,876
43.	Team Health, LLC	TEAMHEALTH (stylized) 	77/737,443	3,802,032
44.	Team Health, LLC	THIS TEAMHEALTH INTEGRATED SERVICES	86/300,290	4,691,356
45.	Western New York Immediate Medical Care, LLC	DON'T DESPAIR...GO TO IMMEDIATE CARE!	77/403,999	3,558,838
46.	Western New York Immediate Medical Care, LLC	IMMEDIATE CARE (& design) 	77/403,925	3,508,039
47.	Western New York Immediate Medical Care, LLC	the fastest ER alternative (stylized) 	77/443,609	3,608,324
48.	Mid Ohio Emergency Services, LLC	MOES (design)	87/209,167	N/A

	Owner	Mark	App. No.	Reg. No.
				
49.	Pulse Medicine, PLLC d/b/a Pulse Occupational Medicine	PULSE OCCUPATIONAL MEDICINE (& design) 	77/404,037	3,515,478
50.	Daniel & Yeager, LLC	DANIEL & YEAGER	78/593/703	3,153,077
51.	Southeastern Emergency Physicians, LLC	SOUTHEASTERN EMERGENCY PHYSICIANS	74/522/413	1,918,285
52.	Mediserv Medical Infor- mation Services, Ltd.	MEDISERV	85/159,437	3,974,462

**Exclusive Trademark Licenses**

None.