

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIFIED WOMEN'S HEALTHCARE, LP		12/18/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88692458	UNIFIED
Serial Number:	88692738	U
Serial Number:	88692790	U
Serial Number:	88031077	FLORIDA WOMAN CARE FOLLOW OUR LEAD
Serial Number:	87665896	CAPITAL WOMEN'S CARE WORKING TOGETHER FO
Serial Number:	87665899	CAPITAL WOMEN'S CARE
Serial Number:	86701436	UNIFIED PHYSICIAN MANAGEMENT
Serial Number:	86701442	UNIFIED WOMEN'S HEALTHCARE PL
Serial Number:	90315688	UWC OF GEORGIA
Serial Number:	90315433	GENESIS OBGYN

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: Alana Gramer

Address Line 1: 200 Park Avenue

CH \$265.00 88692458

Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ Alana Gramer

DATE SIGNED: 12/18/2020

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2020 (this “Agreement”), among UNIFIED WOMEN'S HEALTHCARE, LP (the “Grantor”), and BARCLAYS BANK PLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UNIFIED PHYSICIAN MANAGEMENT INTERMEDIATE HOLDINGS, LP, a Delaware limited partnership (“Holdings”), UNIFIED PHYSICIAN MANAGEMENT GP, LLC, a Delaware limited liability company (“Intermediate Holdings”), SUNSHINE FINANCE MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), UNIFIED WOMEN'S HEALTHCARE, LP, a Delaware limited partnership (the “Company” and, immediately upon the consummation of the Merger, the “Borrower”), the Lenders party thereto and Barclays, as Administrative Agent and Collateral Agent, and (b) the Second Lien Collateral Agreement, dated as of December 18, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, Intermediate Holdings, the Initial Borrower, the Company, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor's right, title and interest in, to and under all Trademarks and Trademark Licenses including, without limitation, the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

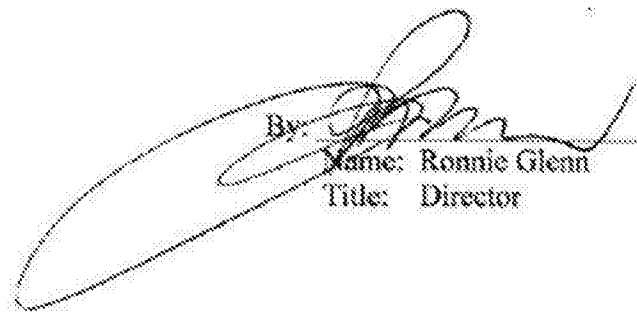
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNIFIED WOMEN'S HEALTHCARE, LP,
as Grantor

By: *tom bongiorno*
Name: Thomas Bongiorno
Title: Chief Financial Officer





BARCLAYS BANK PLC,
as Collateral Agent

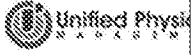
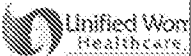


By: 
Name: Ronnie Glenn
Title: Director

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007140 FRAME: 0473

SCHEDULE I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Status	Current Owner of Record
UNIFIED	U.S.	88692458 14-NOV-2019	—		Pending Intent to Use	Unified Women's Healthcare, LLC
U & Design 	U.S.	88692738 14-NOV-2019	—		Pending Intent to Use	Unified Women's Healthcare, LLC
Design Only 	U.S.	88692790 14-NOV-2019	—		Pending Intent to Use	Unified Women's Healthcare, LLC
FLORIDA WOMAN CARE FOLLOW OUR LEAD & Design  florida women's care	U.S.	88031077 10-JUL-2018	5696007 12-MAR-2019		Registered	Unified Physician Management LLC
CAPITAL WOMEN'S CARE WORKING TOGETHER FOR WOMEN'S HEALTH W & Design 	U.S.	87665896 31-OCT-2017	5539115 14-AUG-2018		Registered	Unified Physician Management LLC
CAPITAL WOMEN'S CARE	U.S.	87665899 31-OCT-2017	5539116 14-AUG-2018		Registered	Unified Physician Management LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Status	Current Owner of Record
UP UNIFIED PHYSICIAN MANAGEMENT & Design 	U.S.	86701436 22-JUL-2015	4954547 10-MAY-2016		Registered	Unified Physician Management LLC
UNIFIED WOMEN'S HEALTHCARE PL & Design 	U.S.	86701442 22-JUL-2015	4940857 19-APR-2016		Registered	Unified Physician Management LLC
	U.S.	90315688 12-Nov-2020	--		Pending Intent to Use	Unified Women's Healthcare, LLC
	U.S.	90315433 12-Nov-2020	—		Pending Intent to Use	Unified Women's Healthcare, LLC