

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Podiatry Management, LLC		01/29/2021	Limited Liability Company: ILLINOIS
Polaris Health, LLC		01/29/2021	Limited Liability Company: DELAWARE
ClinicAnywhere, LLC		01/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Resolute Capital Partners Fund IV, L.P.		
Street Address:	20 Burton Hills Blvd., Suite 430		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90148355	REVENUE CYCLE ACCELERATION	
Serial Number:	88953965	ASSEMBLY	
Registration Number:	0106225		
Registration Number:	3046200	POLARIS GROUP	
Registration Number:	3095190	STRATEGIC SOLUTIONS FOR HEALTH CARE	
Registration Number:	3089661	WE TURN PROBLEMS INTO LONG-TERM SOLUTION	
Registration Number:	3028734	POLARIS PULSE	
Registration Number:	3704465	APOLLO RM	
Registration Number:	4453195	CLINICANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	6152483010		
<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>			
Phone:	(615) 252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		

OP \$240.00 90148355

Address Line 1: 1600 Division Street Suite 700
Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER: /Mary Ward/

SIGNATURE: /Mary Ward/

DATE SIGNED: 02/02/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this 29th day of January, 2021, by PREFERRED PODIATRY MANAGEMENT, LLC, an Illinois limited liability company, POLARIS HEALTH, LLC, a Delaware limited liability company and CLINICANYWHERE, LLC, a Delaware limited liability company (individually each referred to herein as a “Grantor” and collectively referred to herein as “Grantors”) in favor of RESOLUTE CAPITAL PARTNERS FUND IV, L.P., in its capacity as Lender (as defined in the Loan Agreement (defined below)) (“Lender”):

W I T N E S E T H:

WHEREAS, Grantors, certain affiliates of Grantors and Lender are parties to a certain Mezzanine Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), providing for the extensions of credit to be made to Grantors by Lender;

WHEREAS, to induce Lender to extend credit to Grantors, Grantors enter into the Loan Agreement pursuant to which Grantors granted to Lender a security interest in substantially all of the assets of Grantors and certain affiliates of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the “Trademarks”), together with the goodwill of the business symbolized by Grantors’ Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Loan Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Lender a continuing security interest in Grantors’ entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything in this Agreement, no security interest is granted in United States intent-to-use trademark applications until such time as the Grantor files and has accepted a statement of use or amendment to allege use with respect to such trademark applications with the United States Patent and Trademark Office.

3. Termination. This Agreement shall remain in full force and effect until all of the Obligations shall have been paid in full or until otherwise terminated in accordance with the provisions of the Loan Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.


5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TENNESSEE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

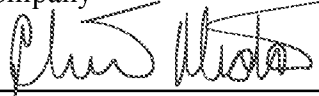
PREFERRED PODIATRY MANAGEMENT, LLC, an Illinois limited liability company

By: 
Name: Chris Mioton
Title: Chairman and President

POLARIS HEALTH, LLC, a Delaware limited liability company

By: 
Name: Chris Mioton
Title: Chairman and President

CLINICANYWHERE, LLC, a Delaware limited liability company

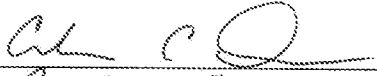
By: 
Name: Chris Mioton
Title: Chairman and President

Agreed and Accepted as of the Date First Written Above

LENDER:

RESOLUTE CAPITAL PARTNERS
FUND IV, L.P.

By: RESOLUTE CAPITAL SBIC
PARTNERS IV, LLC, General Partner


By: 
Name: *Caroline C. Ducas*
Title: Manager

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 007178 FRAME: 0310

SCHEDULE A

TRADEMARKS – PREFERRED PODIATRY MANAGEMENT, LLC

Owner	Trademark Title	Reg No. / App. No.	Jurisdiction	Date of Registration/ Application
PREFERRED PODIATRY MANAGEMENT, LLC	REVENUE CYCLE ACCELERATION	90148355	USA	8/31/2020
PREFERRED PODIATRY MANAGEMENT, LLC	ASSEMBLY	88953965	USA	6/8/2020
PREFERRED PODIATRY MANAGEMENT, LLC	<p>“P.I.E.S. (PREVENTION, INSPECTION, EXAMINATION, SOLUTION) – WITH LOGO – WORDS APPEAR IN STYLIZED PRINT IN A FOUR QUADRANT PIE THAT INCLUDES THE NAME OF A PORTION OF OUR SERVICES IN EACH QUADRANT”</p> 	106225	USA	12/23/2013

TRADEMARKS – POLARIS HEALTH, LLC

Owner	Trademark Title	Reg No. / App. No.	Jurisdiction	Date of Registration/ Application
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	POLARIS GROUP	3,046,200	USA	1/17/2006
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	STRATEGIC SOLUTIONS FOR HEALTHCARE	3,095,190	USA	5/23/2006
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	WE TURN PROBLEMS INTO LONG-TERM SOLUTIONS	3,089,661	USA	5/9/2006
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	POLARIS PULSE	3,028,734	USA	12/13/2005
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	APOLLO RM	3,704,465	USA	11/3/2009

TRADEMARKS – CLINICANYWHERE, LLC

Owner	Trademark Title	Reg No. / App. No.	Jurisdiction	Date of Registration/ Application
ClinicAnywhere, LLC	CLINICANYWHERE	4453195	USA	12/24/2013