

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escallate, LLC		03/05/2021	Limited Liability Company: OHIO
Emergency Service Partners, LLC		03/05/2021	Limited Liability Company: TEXAS
U.S. Acute Care Solutions, LLC		03/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3507373	ESCALLATE	
Registration Number:	4884816	ESP EMERGENCY SERVICE PARTNERS, LP	
Registration Number:	6264131	US ACUTE CARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/05/2021		

OP \$90.00 3507373

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Escallate, LLC
- 2. Emergency Service Partners, LLC
- 3. U.S. Acute Care Solutions, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-OH; 2. LLC-TX; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 5, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other PLC Citizenship United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

B. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Elaine Carrera* Signature March 5, 2021 Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 5, 2021 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Lenders (as defined in the Credit Agreement) and the other Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 5, 2021, among U.S. Acute Care Solutions, LLC, a Delaware limited liability company (the “Borrower”), and other Loan Parties (as defined therein) party thereto from time to time, the Lenders party thereto from time to time, and the Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and the related Loan Documents, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, to secure the Obligations under the Credit Agreement and the other Loan Documents, the Grantors entered into a Security Agreement, dated as of March 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, U.S. Acute Care Solutions, Inc., a Delaware corporation and each of the Subsidiaries thereof party thereto from time to time, and the Agent, pursuant to which each of the Grantors has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of such Grantor’s right, title and interest in and to all of the following personal property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the “Trademark Collateral”), to secure the payment and performance of the Obligations, including without limitation all renewals, extensions and restructurings of any or all of the Obligations:

- (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all reissues, extensions or renewals thereof, (iii) all goodwill associated with or symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any Excluded Property.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

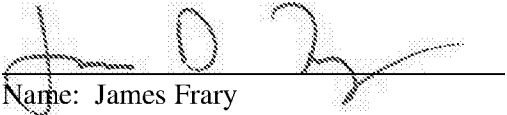
SECTION 5. Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ESCALLATE, LLC,
as a Grantor

By: 
Name: James Frary
Title: Chief Executive Officer and President

EMERGENCY SERVICE PARTNERS, LLC,
as a Grantor

By: _____
Name: Dominic J. Bagnoli, Jr., M.D.
Title: Chief Executive Officer

U.S. ACUTE CARE SOLUTIONS, LLC,
as a Grantor


By: _____
Name: James Anthony Martin
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ESCALLATE, LLC,
as a Grantor

By: _____
Name: James Frary
Title: Chief Executive Officer and President

EMERGENCY SERVICE PARTNERS, LLC,
as a Grantor

By:  _____
Name: Dominic J. Bagnoli, Jr., M.D.
Title: Chief Executive Officer

U.S. ACUTE CARE SOLUTIONS, LLC,
as a Grantor

By: _____
Name: James Anthony Martin
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

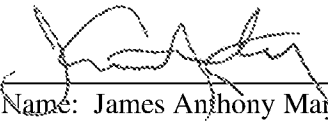
ESCALLATE, LLC,
as a Grantor

By: _____
Name: James Frary
Title: Chief Executive Officer and President

EMERGENCY SERVICE PARTNERS, LLC,
as a Grantor

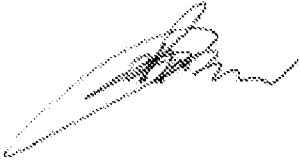
By: _____
Name: Dominic J. Bagnoli, Jr., M.D.
Title: Chief Executive Officer

U.S. ACUTE CARE SOLUTIONS, LLC,
as a Grantor

By:  _____
Name: James Anthony Martin
Title: Chief Financial Officer

Accepted and Agreed:

BARCLAYS BANK PLC,
as Agent

A handwritten signature in black ink, appearing to read 'Ronnie Glenn', written over a horizontal line.


By: _____

Name: Ronnie Glenn
Title: Director

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

(a) USPTO Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Escallate, LLC	ESCALLATE ESCALLATE	77271251	09/04/2007	3507373	09/30/2008
Emergency Service Partners, LLC	ESP EMERGENCY SERVICE PARTNERS, LP 	86617684	05/01/2015	4884816	01/12/2016
U.S. Acute Care Solutions, LLC	US ACUTE CARE SOLUTIONS US ACUTE CARE SOLUTIONS	88770473	01/23/2020	6264131	02/09/2021

(b) State Trademarks

None.