

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Notes Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3507373	ESCALLATE	
<b>Registration Number:</b>	4884816	ESP EMERGENCY SERVICE PARTNERS, LP	
<b>Registration Number:</b>	6264131	US ACUTE CARE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	03/05/2021		

OP \$90.00 3507373

**Total Attachments: 9**

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**First Lien Notes Trademark Security Agreement**

This **FIRST LIEN NOTES 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Notes Collateral Agent for the Notes Secured Parties (as defined in the Indenture (as defined below)) (in such capacity and together with its successors and assigns in such capacity, the "Notes Collateral Agent").

**WHEREAS**, reference is made to that certain Indenture, dated as of March 5, 2021, among U.S. Acute Care Solutions, LLC, a Delaware limited liability company (the "Issuer"), U.S. Acute Care Solutions, Inc., a Delaware corporation ("Holdings"), the guarantors from time to time party thereto and Wilmington Trust, National Association, in its capacity as trustee and as the Notes Collateral Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"); and

**WHEREAS**, to secure the First Lien Obligations under the Indenture and the other Note Documents, the Grantors entered into a First Lien Notes Security Agreement, dated as of March 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Notes Security Agreement"), among the Issuer, Holdings, the other Grantors (as defined therein) party thereto from time to time and the Notes Collateral Agent, pursuant to which each of the Grantors has granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a lien on and security interest in the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the First Lien Notes Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Notes Collateral Agent for the benefit of the Notes 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 Notes Collateral Agent as follows:

**SECTION 1. Defined Terms**

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

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Notes 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 First Lien Notes Obligations, including without limitation all renewals, extensions and restructurings of any or all of the First Lien Notes 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. First Lien Notes Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the Notes Secured Parties pursuant to the First Lien Notes Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Notes 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 First Lien Notes Security Agreement, the provisions of the First Lien 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 E-SIGN 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.

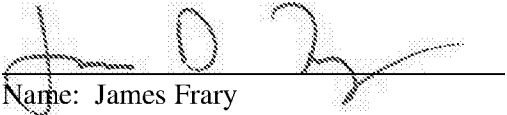
### **SECTION 6. Concerning the Notes Collateral Agent**

Wilmington Trust, National Association is entering this Agreement solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Indenture as if such rights, privileges, indemnities and immunities were incorporated herein.

[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

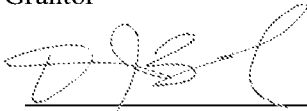
By: \_\_\_\_\_  
Name: James Anthony Martin  
Title: Chief Financial Officer

**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.

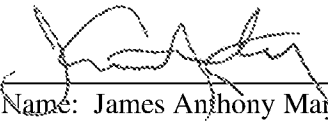
**ESCALLATE, LLC,**  
as a Grantor

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:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Notes Collateral Agent

By: *Sarah Vilhauer*  
Name: Sarah Vilhauer  
Title: Banking Officer

**SCHEDULE A**  
**to**  
**FIRST LIEN NOTES 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.