

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAREMAX MEDICAL GROUP, L.L.C.		06/08/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85552857	CAREMAX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	200 PARK AVENUE		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	06/08/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 8, 2021 (this “*Trademark Security Agreement*”), by CAREMAX MEDICAL GROUP, L.L.C. (the “*Obligors*”), in favor of ROYAL BANK OF CANADA, in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Obligors are party to that certain Guarantee and Collateral Agreement, dated as of June 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) in favor of, *inter alia*, the Collateral Agent, pursuant to which the Obligors are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meanings given to them in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply, mutatis mutandis, to this Trademark Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance of the Secured Obligations in full when due (whether at stated maturity, by acceleration or otherwise), as the case may be, each Obligor, pursuant to the Guarantee and Collateral Agreement, did and hereby does, to the extent required by the Guarantee and Collateral Agreement, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following Intellectual Property (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, whether registered or unregistered, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed with and accepted by the United States Patent and Trademark Office, solely to the extent that, and solely during the period for which, the grant of a security interest on “intent-to-use” application prior to such filing would impair the validity or enforceability of, or render void or voidable, or result in the cancellation of, the applicable Obligor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable Governmental Requirements), and all renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past, present and future infringements of any of the foregoing; and

(d) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement or any other Loan Document, the Trademark Collateral will not include, this Trademark Security Agreement will not constitute a grant of a security interest in and the security interest granted hereunder will not attach to, any Excluded Asset.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement is granted in furtherance of the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Collateral Agent and the Obligors hereby acknowledge and affirm that the rights and remedies of other parties hereto with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Obligor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts; Electronic Execution. 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. The words “execution,” “signed,” “signature,” and words of like import in this Trademark Security Agreement, in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

CAREMAX MEDICAL GROUP, L.L.C.,
as an Obligor

By: Kevin Wirges
Name: Kevin Wirges
Title: Chief Financial Officer

[Signature Page to Project Citrus Trademark Security Agreement]

TRADEMARK
REEL: 007320 FRAME: 0328

Accepted and Agreed:
ROYAL BANK OF CANADA,
as Administrative Agent and as Collateral Agent




By:
Name: Susan Khokher
Title: Manager, Agency

[Signature Page to Project Citrus Trademark Security Agreement]

TRADEMARK
REEL: 007320 FRAME: 0329

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATION AND TRADEMARK APPLICATION

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Caremax Medical Group, L.L.C.	U.S.	CAREMAX 	85552857	2/25/2012	4516923	4/22/2014