

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpecialtyCare, Inc.		06/18/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6218555	AWESOME PEOPLE. SAFER SURGERY.	
Registration Number:	6218397	CHECKING THE VITALS	
Registration Number:	4439924	CLINICAL PARTNERS FOR LIFE	
Registration Number:	5957245	COR	
Registration Number:	4938457		
Registration Number:	5753667	INNOVATION IN THE OR	
Registration Number:	5753668	INNOVATION IN THE OR	
Registration Number:	3829635	MAKING SURGERY SAFER	
Registration Number:	3908419	MAKING SURGERY SAFER	
Registration Number:	3859004	NEUROMATRIX	
Registration Number:	5567057	OPTIMIZEOR	
Registration Number:	5329843	SCOPE	
Registration Number:	5272596	SCOPE, THE SPECIALTYCARE OPERATIVE PROCE	
Registration Number:	4819987	SPECIALTYCARE	
Registration Number:	5154842	SPECIALTYCARE PARTNERS FOR LIFE	
Registration Number:	4985165	SPECIALTYCARE PARTNERS FOR LIFE	
Registration Number:	5339038	SPECIALTYCARE UNIVERSITY IMPROVE · INNOV	
Registration Number:	5154844	SPECIALTYCARE	
Registration Number:	4961597	SPECIALTYCARE	

OP \$515.00 6218555

Property Type	Number	Word Mark
Registration Number:	3938909	YOUR TRUSTED CLINICAL PARTNER

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	06/18/2021

Total Attachments: 5
source=14831755_1_SpecialtyCare - SpecialtyCare Inc - Trademark Security Agreement (Executed) (124611569.1)#page1.tif
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 18, 2021 (this “Notice”), made by SPECIALTYCARE, INC., a Delaware corporation (the “Pledgor”), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of June 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among SPECIALTYCARE, INC., a Delaware corporation (the “Borrower”), SPECIALTYCARE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), each Subsidiary Loan Party from time to time thereto and ANTARES CAPITAL LP, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “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 Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS,

CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

SPECIALTYCARE, INC.

By: 

Name Jeffrey T. Gray

Title Chief Financial Officer and
Treasurer

ANTARES CAPITAL LP, as Collateral Agent

By: Lofton Spencer
Name: Lofton Spencer
Title: Duly Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by SpecialtyCare, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AWESOME PEOPLE. SAFER SURGERY	6,218,555	08-DEC-2020
CHECKING THE VITALS	6,218,397	08-DEC-2020
CLINICAL PARTNERS FOR LIFE	4,439,924	26-NOV-2013
COR	5,957,245	07-JAN-2020
Design Only	4,938,457	12-APR-2016
INNOVATION IN THE OR	5,753,667	14-MAY-2019
INNOVATION IN THE OR	5,753,668	14-MAY-2019
MAKING SURGERY SAFER	3,829,635	03-AUG-2010
MAKING SURGERY SAFER	3,908,419	18-JAN-2011
NEUROMATRIX	3,859,004	12-OCT-2010
OPTIMIZEOR	5,567,057	18-SEP-2018
SCOPE	5,329,843	07-NOV-2017
SCOPE, THE SPECIALTYCARE OPERATIVE PROCEDURAL REGISTRY	5,272,596	22-AUG-2017
SPECIALTYCARE	4,819,987	22-SEP-2015
SPECIALTYCARE PARTNERS FOR LIFE	5,154,842	07-MAR-2017
SPECIALTYCARE PARTNERS FOR LIFE	4,985,165	21-JUN-2016
SPECIALTYCARE UNIVERSITY IMPROVE INNOVATE LEAD	5,339,038	21-NOV-2017
SPECIALTYCARE	5,154,844	07-MAR-2017
SPECIALTYCARE	4,961,597	17-MAY-2016
YOUR TRUSTED CLINICAL PARTNER	3,938,909	29-MAR-2011