

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Practice Velocity, LLC		07/22/2021	Limited Liability Company: ILLINOIS
Institute of Urgent Care Medicine, LLC		07/22/2021	Limited Liability Company: OHIO
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY		07/22/2021	Limited Liability Company: NEW JERSEY
NMN CONSULTANTS, LLC		07/22/2021	Limited Liability Company: ILLINOIS
Experity, Inc.		07/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Private Middle Market Credit LLC, as First Lien Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4503504	COLDFLUINFO.COM	
Registration Number:	4182263	EVERYTHING URGENT CARE	
Registration Number:	3662537	GOURGENTCARE	
Registration Number:	5574448	IUCM INSTITUTE OF URGENT CARE MEDICINE	
Registration Number:	3219202	JOURNAL OF URGENT CARE MEDICINE	
Registration Number:	3248874	JUCM	
Registration Number:	2956183	NATIONAL MED NETWORK	
Registration Number:	3034140	PRACTICE VELOCITY	
Registration Number:	3267315	PRACTICE VELOCITY	
Registration Number:	3590160	PV BILLING	
Registration Number:	4133851	UC+BG URGENT CARE BUYER'S GUIDE	

CH \$690.00 4503504

Property Type	Number	Word Mark
Registration Number:	3267317	URGENT CARE SOLUTIONS
Registration Number:	3590185	VELOCIDOC
Registration Number:	3516356	VELOCIDOC
Registration Number:	3805878	YOU TAKE CARE OF PATIENTS...WE TAKE CARE
Registration Number:	3589118	ZIP CLINIC
Registration Number:	4940569	ZIP CLINIC URGENT CARE
Registration Number:	5076245	ZIP CLINIC URGENT CARE
Registration Number:	3399906	ZIP PASS
Registration Number:	4547754	ZIPPAY
Registration Number:	6290356	EXPERITY
Registration Number:	6217942	EXPERITY
Registration Number:	6290357	EXPERITY
Registration Number:	6290359	X
Registration Number:	6207058	X
Registration Number:	6217941	X
Registration Number:	6290355	X

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	32868.077
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/23/2021

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2021 (this “Agreement”), between PRACTICE VELOCITY, LLC, INSTITUTE OF URGENT CARE MEDICINE, LLC, THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY, NMN CONSULTANTS, LLC and EXPERITY, INC. (each a “Grantor” and collectively, the “Grantors”) and GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of July 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among EXPERITY PARENT, INC., a Delaware corporation (“Initial Holdings”), EXPERITY, INC., a Delaware corporation (the “Company”), and GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of July 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien 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 Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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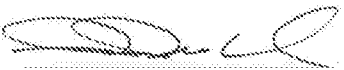
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXPERITY, INC., as a Grantor

By: 
Name: Robert Rueckl
Title: Chief Financial Officer

**INSTITUTE OF URGENT CARE MEDICINE,
LLC, as a Grantor**

By: EXPERITY, INC.
Its: Member

By: 
Name: Robert Rueckl
Title: Chief Financial Officer

**THE BRAVEHEART GROUP LIMITED
LIABILITY COMPANY, as a Grantor**

By: EXPERITY, INC.
Its: Manager

By: 
Name: Robert Rueckl
Title: Chief Financial Officer

PRACTICE VELOCITY, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Chief Executive Officer

NMN CONSULTANTS, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Member

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

**INSTITUTE OF URGENT CARE MEDICINE,
LLC, as a Grantor**

By: EXPERITY, INC.
Its: Member

By: _____
Name: Robert Rueckl
Title: Chief Financial Officer

**THE BRAVEHEART GROUP LIMITED
LIABILITY COMPANY, as a Grantor**

By: EXPERITY, INC.
Its: Manager

By: _____
Name: Robert Rueckl
Title: Chief Financial Officer

PRACTICE VELOCITY, LLC, as a Grantor

By: _____
Name: Dr. David Stern
Title: Chief Executive Officer

NMN CONSULTANTS, LLC, as a Grantor


By: _____
Name: Dr. David Stern
Title: Member



GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT LLC, as First Lien
Collateral Agent

By: *David Yu*
Name: David Yu
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Owner / Applicant	Trademark	Registration / Application No.	Registration / Filing Date
PRACTICE VELOCITY, LLC	COLDFLUINFO.COM	4,503,504	03.25.14
PRACTICE VELOCITY, LLC	EVERYTHING URGENT CARE	4,182,263	07.31.12
PRACTICE VELOCITY, LLC	GOURGENTCARE 	3,662,537	08.04.09
INSTITUTE OF URGENT CARE MEDICINE, LLC	IUCM 	5,574,448	10.02.18
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY	JOURNAL OF URGENT CARE MEDICINE	3,219,202	03.13.07
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY	JUCM	3,248,874	06.05.07
NMN CONSULTANTS, LLC	NATIONAL MED NETWORK	2,956,183	05.24.05
NMN CONSULTANTS, LLC	NATIONAL MED NETWORK	092033 (Illinois State Reg)	3.29.04
Practice Velocity, LLC	PRACTICE VELOCITY	3,034,140	12.27.05
Practice Velocity, LLC	PRACTICE VELOCITY 	3,267,315	07.24.07
Practice Velocity, LLC	PV BILLING 	3,590,160	03.17.09
THE BRAVEHEART GROUP LIMITED LIABILITY COMPANY	UC+BG URGENT CARE BUYER'S GUIDE	4,133,851	05.01.12
Practice Velocity, LLC	URGENT CARE SOLUTIONS	3,267,317	07.24.07

Owner / Applicant	Trademark	Registration / Application No.	Registration / Filing Date
Practice Velocity, LLC	VELOCIDOC 	3,590,185	03.17.09
Practice Velocity, LLC	VELOCIDOC	3,516,356	10.14.08
Practice Velocity, LLC	YOU TAKE CARE OF THE PATIENTS... WE TAKE CARE OF THE REST!	3,805,878	06.22.10
Practice Velocity, LLC	ZIP CLINIC	3,589,118	03.10.09
Practice Velocity, LLC	ZIP CLINIC URGENT CARE	4,940,569	04.19.16
Practice Velocity, LLC	ZIP CLINIC URGENT CARE 	5,076,245	11.08.16
Practice Velocity, LLC	ZIPPASS	3,399,906	03.18.08
Practice Velocity, LLC	ZIPPAY	4,547,754	06.10.14
EXPERITY, INC.	EXPERITY	6,290,356	03.09.21
EXPERITY, INC.	EXPERITY	6,217,942	12.08.20
EXPERITY, INC.	EXPERITY	6,290,357	03.09.21
EXPERITY, INC.	X (Stylized)	6,290,359	03.09.21
EXPERITY, INC.	X (Stylized)	6,207,058	11.24.20
EXPERITY, INC.	X (Stylized)	6,217,941	12.08.20
EXPERITY, INC.	X (Stylized)	6,290,355	03.09.21