

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OB Hospitalist Group, Inc.		09/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5431128	OB HOSPITALIST GROUP	
Registration Number:	5285045	OBHG	
Registration Number:	5431129	OB HOSPITALIST GROUP	
Registration Number:	5285046	ELEVATING THE STANDARD OF WOMEN'S HEALTH	
Registration Number:	5592916	OBHG UNIVERSITY OB HOSPITALIST GROUP EDU	
Registration Number:	5431130	OB EXCHANGE	
Registration Number:	5604121	OB S·A·F·E OB HOSPITALIST GROUP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	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:	09/27/2021		

OP \$190.00 5431128

Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 27, 2021 (this “Notice”), made by OB HOSPITALIST GROUP, 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 September 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among OB HOSPITALIST GROUP, INC., a Delaware corporation (the “Borrower”), EX VIVO 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 the 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 the Pledgor or in which the 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. The 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.

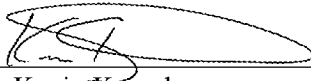
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral 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, physical delivery thereof 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 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.

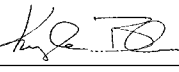
[Signature Pages Follow]

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

OB HOSPITALIST GROUP, INC.,
as Grantor

By: 
Name: Kevin Krenzke
Title: Chief Financial Officer

ANTARES CAPITAL LP, as Collateral Agent

By:  _____

Name: Kyle Blumer

Title: Duly Authorized Signatory

Trademarks Owned by OB Hospitalist Group, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
OB HOSPITALIST GROUP 	5431128	27-MAR-2018
OBHG	5285045	12-SEP-2017
OB HOSPITALIST GROUP 	5431129	27-MAR-2018
ELEVATING THE STANDARD OF WOMEN'S HEALTHCARE Cross References: ELEVATING THE STANDARD OF WOMENS HEALTH CARE	5285046	12-SEP-2017
OBHG UNIVERSITY OB HOSPITALIST GROUP EDUCATION FOR LIFE  <small>Ob Hospitalist Group Education for Life</small>	5592916	30-OCT-2018
OB EXCHANGE 	5431130	27-MAR-2018
OB SAFE OB HOSPITALIST GROUP 	5604121	13-NOV-2018

U.S. Trademark Applications

None