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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM700876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SALTZMAN, TANIS, PITTELL, LEVIN & JACOBSON, LLC		12/29/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	
Street Address:	ELEVEN MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Swiss Bank: SWITZERLAND	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4640042	PEDIATRIC ASSOCIATES
Registration Number:	4640043	PEDIATRIC ASSOCIATES
Registration Number:	4907194	JACKSONVILLE PEDIATRIC ASSOCIATES
Registration Number:	4907193	JACKSONVILLE PEDIATRIC ASSOCIATES
Registration Number:	4640045	PEDIATRIC ASSOCIATES TAMPA BAY
Registration Number:	4640044	PEDIATRIC ASSOCIATES TAMPA BAY
Registration Number:	5123969	LOVE & CARE, 365 DAYS A YEAR
Registration Number:	5625393	LOVING CARE, 365 DAYS A YEAR
Registration Number:	5807545	LOVING CARE 365 DAYS A YEAR
Registration Number:	5694401	WE'RE HERE WHEN YOU NEED US
Registration Number:	4860950	WE ARE HERE WHEN YOU NEED US
Registration Number:	5396347	KIDZDOCNOW
Registration Number:	5625342	KIDZDOCNOW
Registration Number:	6037575	LOVING CARE 365
Registration Number:	5995940	KIDZDOCNOW PLUS
Registration Number:	5995943	PEDIATRIC ASSOCIATES SPECIALTY CENTER OF

CORRESPONDENCE DATA

Fax Number: 6508385109

TRADEMARK REEL: 007554 FRAME: 0656

900668522

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40197-25
NAME OF SUBMITTER:	AUSTIN GROSSFELD
SIGNATURE:	/AUSTIN GROSSFELD/
DATE SIGNED:	01/10/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2021, made by SALTZMAN, TANIS, PITTELL, LEVIN & JACOBSON, LLC, a Florida limited liability company (the "<u>Grantor</u>"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among PEDIATRIC ASSOCIATES HOLDING COMPANY, LLC, a Delaware limited liability company (the "<u>Borrower</u>"), PEDIATRIC ASSOCIATES INTERMEDIATE II, LLC, a Delaware limited liability company ("<u>Holdings</u>"), each Lender from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the benefit of the Secured Parties (together with its successors and permitted assigns, the "<u>Collateral Agent</u>"), and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademarks</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "<u>Trademark Collateral</u>"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means. Section 10.12 of the Credit Agreement is incorporated herein as if set forth herein. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, restated, amended and restated, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Governing Law.</u> This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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IN WITNESS WHEREOF, the 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.

SALTZMAN, TANIS, PITTELL, LEVIN &

JACOBSON, LLZ, as Grantor

By: Name:

Brian Jack sc

Title: Chief Executive Officer

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Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

as Conateral Agent

By: Vipul Dhadda
Title: Authorized Signatory______

By: Alan Dolgin
Name: Ilan Dolgin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Owner	Registration Number/Serial Number	Trademark	Registration/Application Date	Status
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640042	PEDIATRIC ASSOCIATES PEDIATRIC ASSOCIATES	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640043	PEDIATRIC ASSOCIATES PEDIATRIC ASSOCIATES	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4907194	JACKSONVILLE PEDIATRIC ASSOCIATES JACKSONVILLE PEDIATRIC ASSOCIATES	March 1, 2016	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4907193	JACKSONVILLE PEDIATRIC ASSOCIATES	March 1, 2016	Registered

		JACKSONVILLE PEDIATRIC		1
		ASSOCIATES		
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640045	PEDIATRIC ASSOCIATES TAMPA BAY PEDIATRIC ASSOCIATES TAMPA BAY	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4640044	PEDIATRIC ASSOCIATES TAMPA BAY PEDIATRIC ASSOCIATES TAMPA BAY	November 18, 2014	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5123969	LOVE & CARE, 365 DAYS A YEAR	January 17, 2017	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5625393	LOVING CARE, 365 DAYS A YEAR	December 11, 2018	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5807545	LOVING CARE 365 DAYS A YEAR	July 16, 2019	Registered

Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5694401	We're here when you need us	March 12, 2019	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	4860950	WE ARE HERE WHEN YOU NEED US	November 24, 2015	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5396347	KidzDoc N	February 6, 2018	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, LLC	5625342	KIDZDOCNOW	December 11, 2018	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, Inc.	6037575	LOVING CARE 365	April 21, 2020	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, Inc.	5995940	KIDZDOCNOW PLUS	February 25, 2020	Registered
Saltzman, Tanis, Pittell, Levin & Jacobson, Inc.	5995943	PEDIATRIC ASSOCIATES SPECIALTY CENTER OF EXCELLENCE	February 25, 2020	Registered

TRADEMARK REEL: 007554 FRAME: 0664

RECORDED: 01/10/2022