

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVENT MSO, LLC		12/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK, as Administrative Agent		
Street Address:	3333 Peachtree Road, NE, 8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5762483	A	
Registration Number:	5088444	BE WELL. LIVE BETTER.	
Registration Number:	5041052	BREATHE WELL. LIVE BETTER.	
Registration Number:	5700656	THE BREATHING TRIANGLE	
Registration Number:	5900811	THE KANDULA SCORING SYSTEM	
Registration Number:	5901153	THE PATIENT JOURNEY	
Registration Number:	6077813		
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Advent - 2032599.0108		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		

OP \$190.00 5762483

DATE SIGNED:	01/10/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2021 is made by the entity listed on the signature page hereof (the "Grantor"), in favor of TRUIST BANK ("Truist"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Advent MSO, LLC, a Delaware limited liability company (as the "Borrower"), the Lenders and Truist, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement, dated as of the date hereof in favor of Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all material IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected or otherwise associated with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

ADVENT MSO, LLC, as Grantor

By: Rachel Sprung
Name: Rachel Sprung
Title: Treasurer

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007554 FRAME: 0798

ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK,
as Administrative Agent

By: 
Name: Ben Cumming
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Title	Jurisdiction of Registration	Reg. No.	Reg. Date	Status
Advent MSO, LLC	A in Circle Design	United States of America	5,762,483	May 28, 2019	Registered
Advent MSO, LLC	BE WELL. LIVE BETTER.	United States of America	5,088,444	Nov. 22, 2016	Registered
Advent MSO, LLC	BREATHE WELL. LIVE BETTER.	United States of America	5,041,052	Sep. 13, 2016	Registered
Advent MSO, LLC	THE BREATHING TRIANGLE	United States of America	5,700,656	March 19, 2019	Registered
Advent MSO, LLC	THE KANDULA SCORING SYSTEM	United States of America	5,900,811	Nov. 5, 2019	Registered
Advent MSO, LLC	THE PATIENT JOURNEY	United States of America	5,901,153	Nov. 5, 2019	Registered.
Advent MSO, LLC	THE BREATHING TRIANGLE DESIGN	United States of America	6,077,813	June 16, 2020	Registered.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Advanced Ear, Nose & Throat Specialists, S.C. (“Advent, S.C.”) entered into that certain Trademark License Agreement, dated March 19, 2018, with Adventist Health Sunbelt Healthcare Corporation (“Adventist”) (the “License Agreement”), pursuant to which Adventist grants a perpetual license to use certain trademarks that were assigned by Advent S.C. to Adventist. The License Agreement was later assigned to Advent MSO, LLC, pursuant to that certain Assignment Agreement, dated July 23, 2020, in connection with the closing of the transactions contemplated by that certain Asset and Membership Interest Purchase and Contribution Agreement, dated July 23, 2020.