

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Private Middle Market Credit LLC, as First Lien Collateral Agent		03/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as First Lien Collateral Agent		
Street Address:	500 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: 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	
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	

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Property Type	Number	Word Mark
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:	03/22/2022

Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of March 9, 2022, from GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC, a Delaware limited liability company, as First Lien Collateral Agent for the Secured Parties (in such capacity as First Lien Collateral Agent, the “Existing First Lien Collateral Agent”), to ANTARES CAPITAL LP, a Delaware limited partnership, as the successor first lien collateral agent for the Secured Parties (together with its successors and assigns, the “Successor First Lien Collateral Agent”). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement, dated as of July 22, 2021 by 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”) in favor of the Existing First Lien Collateral Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on July 23, 2021 at Reel 7363 Frame 0321 (the “Trademark Security Agreement”), the Grantors granted a security interest to the Existing First Lien Collateral Agent for the benefit of the Secured Parties in certain Trademark Collateral including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Existing First Lien Collateral Agent has assigned all of its rights, powers and privileges as First Lien Collateral Agent under the Trademark Security Agreement to the Successor First Lien Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing First Lien Collateral Agent hereby acknowledges and agrees as follows:

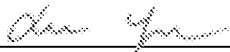
1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule I.
2. Assignment of Security Interest. The Existing First Lien Collateral Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor First Lien Collateral Agent.
3. Further Assurances. The Existing First Lien Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademark Collateral by its duly authorized officer as of the date first written above.

EXISTING FIRST LIEN COLLATERAL AGENT:

**GOLDMAN SACHS PRIVATE MIDDLE MARKET
CREDIT LLC**

By: 
Name: David Yu
Title: Authorized Signatory

Accepted and Agreed:

SUCCESSOR FIRST LIEN COLLATERAL AGENT:

ANTARES CAPITAL LP

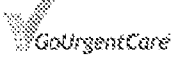



By: Matthew Eaves
Name: Matthew Eaves
Title: Duly Authorized Signatory



[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

**TRADEMARK
REEL: 007668 FRAME: 0524**

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

Owner / Applicant	Trademark	Registration / Application No.	Registration / Filing Date
Practice Velocity, LLC	URGENT CARE SOLUTIONS	3,267,317	07.24.07
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