

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM719995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Notes Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escallate, LLC		02/01/2022	Limited Liability Company: OHIO
Emergency Service Partners, LLC		02/01/2022	Limited Liability Company: TEXAS
VEP Healthcare, Inc.		02/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3507373	ESCALLATE	
Registration Number:	4884816	ESP EMERGENCY SERVICE PARTNERS, LP	
Registration Number:	5198776	VEP HEALTHCARE	
Registration Number:	5198774	VEP HEALTHCARE	
Registration Number:	4179891	RPM RAPID PATIENT MANAGEMENT	
Registration Number:	4183866	VEPAIN	
Registration Number:	4187246	VEPEDS	
Registration Number:	4176148	WE'RE WORKING AT HIGH RPMS TO BETTER SER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	Ted.mulligan@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	Ted Mulligan		

OP \$215.00 3507373

Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	04/08/2022
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Total Attachments: 8

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. ESCALLATE, LLC
- 2. EMERGENCY SERVICE PARTNERS, LLC
- 3. VEP HEALTHCARE, INC.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. LLC-OH; 2. LLC-TX; 3. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 1, 2022

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Notes Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Wilmington Trust, National Association

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 1, 2022

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

First Lien Notes Trademark Security Agreement

This **FIRST LIEN NOTES TRADEMARK SECURITY AGREEMENT**, dated as of February 1, 2022 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Notes Collateral Agent for the Notes Secured Parties (as defined in the Indenture (as defined below)) (in such capacity and together with its successors and assigns in such capacity, the “Notes Collateral Agent”).

WHEREAS, reference is made to that certain Indenture, dated as of February 1, 2022, among U.S. Acute Care Solutions, LLC, a Delaware limited liability company (the “Issuer”), U.S. Acute Care Solutions, Inc., a Delaware corporation (“Holdings”), the guarantors from time to time party thereto and Wilmington Trust, National Association, in its capacity as trustee and as the Notes Collateral Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”); and

WHEREAS, to secure the First Lien Obligations under the Indenture and the other Note Documents, the Grantors entered into a First Lien Notes Security Agreement, dated as of February 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Notes Security Agreement”), among the Issuer, Holdings, the other Grantors (as defined therein) party thereto from time to time and the Notes Collateral Agent, pursuant to which each of the Grantors has granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a lien on and security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the First Lien Notes Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Notes Collateral Agent for the benefit of the Notes Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the First Lien Notes Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Indenture.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a lien on and security interest in all of such Grantor’s right, title and interest in and to all of the following personal property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the “Trademark Collateral”), to secure the payment and performance of the First Lien Notes Obligations, including without limitation all renewals, extensions and restructurings of any or all of the First Lien Notes Obligations:

- (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared

or appear, designs and General Intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all reissues, extensions or renewals thereof, (iii) all goodwill associated with or symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any Excluded Property.

SECTION 3. First Lien Notes Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the Notes Secured Parties pursuant to the First Lien Notes Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Notes 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 Agreement is deemed to conflict with the First Lien Notes Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 5. Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Agreement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. Concerning the Notes Collateral Agent

Wilmington Trust, National Association is entering this Agreement solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Indenture as if such rights, privileges, indemnities and immunities were incorporated herein.

[Remainder of page intentionally left blank]

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

ESCALLATE, LLC,
as a Grantor

By: 
Name: James Frary
Title: Chief Financial Officer

EMERGENCY SERVICE PARTNERS, LLC,
as a Grantor

By: _____
Name: James Anthony Martin
Title: Chief Financial Officer

VEP HEALTHCARE, INC.,
as a Grantor

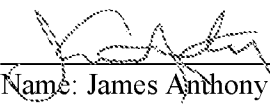
By: _____
Name: James Anthony Martin
Title: Chief Financial Officer

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


ESCALLATE, LLC,
as a Grantor

By: _____
Name: James Frary
Title: Chief Financial Officer

EMERGENCY SERVICE PARTNERS, LLC,
as a Grantor

By:  _____
Name: James Anthony Martin
Title: Chief Financial Officer

VEP HEALTHCARE, INC.,
as a Grantor

By:  _____
Name: James Anthony Martin
Title: Chief Financial Officer



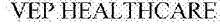




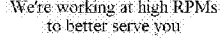
Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Sarah Vilhauer
Title: Banking Officer

SCHEDULE A
to
FIRST LIEN NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

(a) USPTO Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Escallate, LLC	ESCALLATE 	77271251	09/04/2007	3507373	09/30/2008
Emergency Service Partners, LLC	ESP EMERGENCY SERVICE PARTNERS, LP 	86617684	05/01/2015	4884816	01/12/2016
VEP Healthcare, Inc.	VEP HEALTHCARE 	87156971	08/31/2016	5198776	05/09/2017
VEP Healthcare, Inc.	VEP HEALTHCARE 	87156953	08/31/2016	5198774	05/09/2017
VEP Healthcare, Inc.	RPM RAPID PATIENT MANAGEMENT 	85017663	04/19/2010	4179891	07/24/2012
VEP Healthcare, Inc.	VEPAIN 	85154373	10/16/2010	4183866	07/31/2012
VEP Healthcare, Inc.	VEPEDS 	85017688	04/19/2010	4187246	08/07/2012
VEP Healthcare, Inc.	WE'RE WORKING AT HIGH RPMs TO BETTER SERVE YOU 	85017628	04/19/2010	4176148	07/17/2012

(b) State Trademarks

None.