

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745366

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreements		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Annaly Middle Market Lending LLC		08/02/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation		
<b>Street Address:</b>	7 St. Paul Street		
<b>Internal Address:</b>	Suite 820		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4303472	THE URGENCY ROOM	
<b>Registration Number:</b>	4223943	URGENCY ROOM	
<b>Registration Number:</b>	4166436	UR	
<b>Registration Number:</b>	4223942	THE URGENCY ROOM	
<b>Registration Number:</b>	3235953	PRIMACARE	
<b>Registration Number:</b>	3348115	PRIMACARE MEDICAL CENTERS	
<b>Registration Number:</b>	3632794	HEALTHCARE FOR THE WAY WE LIVE AND WORK	
<b>Registration Number:</b>	3632792	WHERE YOU NEED US, WHEN YOU NEED US	
<b>Registration Number:</b>	4179430	PRIMA BEAR	
<b>Registration Number:</b>	3824687	I	
<b>Registration Number:</b>	3824601	IMPACT URGENT CARE	
<b>Registration Number:</b>	2164678	NEXTCARE	
<b>Registration Number:</b>	3392840	NEXTXPRESS	
<b>Registration Number:</b>	3402987	NEXTXPRESS	
<b>Registration Number:</b>	3785732	WAHOO	
<b>Registration Number:</b>	4121333	WHEN FEELING GREAT CAN'T WAIT!	
<b>Registration Number:</b>	4278064	FULL CIRCLE CARE	
<b>Registration Number:</b>	4524512	NEXTCARE URGENT CARE SUPER SOAPY	
		<b>TRADEMARK</b>	

CH \$490.00 4303472

Property Type	Number	Word Mark
Registration Number:	4528137	SUPER SOAPY

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3125585600  
**Email:** TrademarksCH@winston.com  
**Correspondent Name:** Mary Katherine Kulback, Winston & Strawn  
**Address Line 1:** 35 W. Wacker Drive  
**Address Line 4:** Chicago, ILLINOIS 60601

<b>NAME OF SUBMITTER:</b>	Mary Katherine Kulback
<b>SIGNATURE:</b>	/Mary Katherine Kulback/mp
<b>DATE SIGNED:</b>	08/02/2022

**Total Attachments: 22**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 2, 2022, is by **ANNALY MIDDLE MARKET LENDING LLC** (individually, “**Annaly**”), acting in its capacity as the current and resigning collateral agent (in such capacity, the “**Resigning Agent**”) and **ARES CAPITAL CORPORATION** (individually, “**Ares**”), acting in its capacity as the successor collateral agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, NextCare, Inc., a Delaware corporation (“**Borrower**”), NextCare Holdings, Inc., a Delaware corporation (“**Parent**”) and each of the other Loan parties (collectively, the “**Grantors**”), and Resigning Agent are party to that certain Second Lien Credit Agreement dated as of February 28, 2018, by and among the Borrower, Parent, the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, Annaly, as Administrative Agent on behalf of the Lenders described therein (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of June 28, 2019, that certain Second Amendment to Second Lien Credit Agreement, dated as of October 8, 2020, that certain Third Amendment to Second Lien Credit Agreement, dated as of June 30 2021, that certain Fourth Amendment to Second Lien Credit Agreement, dated as of September 23, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”);

**WHEREAS**, in connection with the Credit Agreement, the Resigning Agent and each of the Grantors, NextCare, Inc., NextCare Missouri LLC, NextCare Texas LCC and the Borrower previously entered into to those certain Trademark Collateral Agreements dated February 28, 2018 and recorded with the United States Patent and Trademark Office on February 28, 2018 at (1) Reel 6281 Frame 0043; (2) Reel 6281 Frame 0312; and (3) Reel 6330 Frame 0165, all of which are attached hereto as Exhibits A-1, A-2 and A-3 (as the same have been and may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the “**IP Security Agreements**”); and

**WHEREAS**, pursuant to that certain Agency Assignment Agreement, dated as of August 2, 2022, by and between, among others, the Grantors, Annaly, as the Resigning Agent, and Ares, as the Successor Agent (the “**Agency Assignment Agreement**”), Resigning Agent has assigned to Successor Agent all of its rights, privileges, remedies, duties and other obligations under, among other documents, the IP Security Agreements, in each instance, in its capacity as administrative agent and collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Effective Date (as defined in the Agency Assignment Agreement), Resigning Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the IP Security Agreements.
2. This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission

(e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Assignment 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 Resigning 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 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.

3. THIS ASSIGNMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

*(Remainder of page left intentionally blank; signatures follow.)*

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

**ANNALY MIDDLE MARKET LENDING  
LLC**

By: CL Vanni

Name: Christian Vanni

Title: Authorized Signatory

By: Jason Anderson

Name: Jason Anderson

Title: Authorized Signatory

**SUCCESSOR AGENT:**

**ARES CAPITAL CORPORATION**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

**SUCCESSOR AGENT:**

**ARES CAPITAL CORPORATION**

By:   
Name: Mitchell Goldstein  
Title: Authorized Signatory

**EXHIBIT A-1**

Trademark Collateral Agreement - NextCare Missouri LLC

[See attached]

## TRADEMARK COLLATERAL AGREEMENT

This 28<sup>th</sup> day of February, 2018, NextCare Missouri LLC, a Missouri limited liability company (“Debtor”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Annaly Middle Market Lending LLC (“Annaly”), with its mailing address at 1211 Avenue of the Americas, 41<sup>st</sup> Floor, New York, New York, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Annaly acting as such administrative agent and any successors) or assign(s) to Annaly acting in such capacity being hereinafter referred to as the “Agent”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present, or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Second Lien Security Agreement dated as of February 28, 2018, among Debtor, NextCare, Inc., a Delaware corporation, NextCare Holdings, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “Security Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance, or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications that are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge, and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

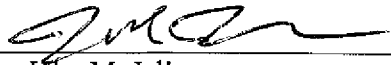


forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page to Follow]

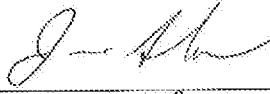
**IN WITNESS WHEREOF**, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**NEXTCARE MISSOURI LLC**

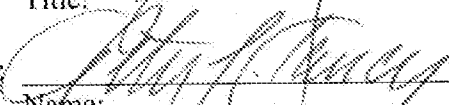
By   
Name: John M. Julian  
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

**Annaly Middle Market Lending LLC,  
as Agent**

By: 


Name: *Jason Anderson*  
Title: *Managing Director*

By: 

Name: Peter J. Dancy  
Title: Managing Director

**SCHEDULE A**

**TO TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>Name</b>	<b>Type</b>	<b>Holder</b>	<b>Registration/ Application No.</b>	<b>Date</b>
	Service Mark – Principal Register	NEXTCARE MISSOURI, LLC (Previously The Urgency Room, LLC)	4,303,472	03/19/2013
URGENCY ROOM	Service Mark – Principal Register	NEXTCARE MISSOURI, LLC (Previously The Urgency Room, LLC)	4,223,943	10/16/2012
UR	Service Mark – Principal Register	NEXTCARE MISSOURI, LLC (Previously The Urgency Room, LLC)	4,166,436	07/03/2012
THE URGENCY ROOM	Service Mark – Principal Register	NEXTCARE MISSOURI, LLC (Previously The Urgency Room, LLC)	4,223,942	10/16/2012

**EXHIBIT A-2**

Trademark Collateral Agreement - NextCare Texas LLC

[See attached]

## TRADEMARK COLLATERAL AGREEMENT

This 28<sup>th</sup> day of February, 2018, NextCare Texas LLC, a Delaware limited liability company (“Debtor”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Annaly Middle Market Lending LLC (“Annaly”), with its mailing address at 1211 Avenue of the Americas, 41<sup>st</sup> Floor, New York, New York, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Annaly acting as such administrative agent and any successors) or assign(s) to Annaly acting in such capacity being hereinafter referred to as the “Agent”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present, or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Second Lien Security Agreement dated as of February 28, 2018, among Debtor, NextCare, Inc., a Delaware corporation, NextCare Holdings, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “Security Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance, or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications that are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge, and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

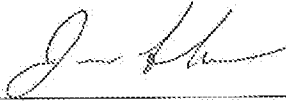
NEXTCARE TEXAS LLC

By   
Name: John M. Julian  
Title: President and Chief Executive Officer



Accepted and agreed to as of the date and year last above written.

**Annaly Middle Market Lending LLC,  
as Agent**

By: 


Name: *JASON ANDERSON*  
Title: *MANAGING DIRECTOR*

By: 

Name: Peter J. Dancy  
Title: Managing Director

**SCHEDULE A**

**TO TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>Name</b>	<b>Type</b>	<b>Holder</b>	<b>Registration/ Application No.</b>	<b>Date</b>
PRIMACARE	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,235,953	5/1/2007
PRIMACARE MEDICAL CENTERS	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,348,115	12/4/2007
HEALTHCARE FOR THE WAY WE LIVE AND WORK TODAY	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,632,794	6/2/2009
WHERE YOU NEED US, WHEN YOU NEED US	Service Mark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	3,632,792	6/2/2009
PRIMA BEAR	Trademark – Principal Register	<u>NEXTCARE TEXAS LLC</u> (Previously PrimaMed Physicians Association).	4,179,430	07/24/2012
	Service Mark – Principal Register	<u>NEXTCARE TEXAS, LLC</u> (Previously Impact Urgent Care, Inc.)	3,824,687	07/27/2010
IMPACT URGENT CARE	Service Mark – Principal Register	<u>NEXTCARE TEXAS, LLC</u> (Previously Impact Urgent Care, Inc.)	3,824,601	07/27/2010

**EXHIBIT A-3**

Trademark Collateral Agreement – NextCare, Inc.

[See attached]

## TRADEMARK COLLATERAL AGREEMENT

This 28<sup>th</sup> day of February, 2018, NextCare, Inc., a Delaware corporation (“Debtor”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Annaly Middle Market Lending LLC (“Annaly”), with its mailing address at 1211 Avenue of the Americas, 41<sup>st</sup> Floor, New York, New York, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Annaly acting as such administrative agent and any successors) or assign(s) to Annaly acting in such capacity being hereinafter referred to as the “Agent”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present, or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Second Lien Security Agreement dated as of February 28, 2018, among Debtor, NextCare Holdings, Inc., a Delaware corporation, the other parties thereto as debtors, and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “Security Agreement”).

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[Signature Page to Follow]

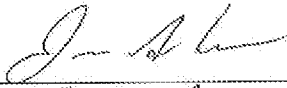
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**NEXTCARE, INC.**

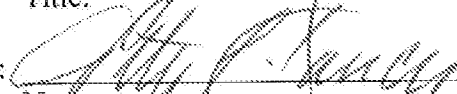
By   
Name: John M. Julian  
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

**Annaly Middle Market Lending LLC,  
as Agent**

By: 





Name: *JASON ANDERSON*  
Title: *MANAGING DIRECTOR*

By: 

Name: *Peter J. Dancy*  
Title: **Peter J. Dancy  
Managing Director**

**SCHEDULE A**

**TO TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>Name</b>	<b>Type</b>	<b>Holder</b>	<b>Registration/ Application No.</b>	<b>Date</b>
	Service Mark – Principal Register	NextCare, Inc. (previously Pinnacle Medicine, Inc.)	2,164,678	06/09/1998
NEXTXPRESS	Service Mark – Principal Register	<u>NextCare, Inc.</u> (previously Pinnacle Medicine, Inc.)	3,392,840	3/4/2008
	Service Mark – Principal Register	<u>NextCare, Inc.</u> (previously Pinnacle Medicine, Inc.)	3,402,987	3/25/2008
WAHOO	Service Mark – Principal Register	NextCare, Inc.	3,785,732	5/4/2010
WHEN FEELING GREAT CAN'T WAIT!	Service Mark – Principal Register	NextCare, Inc.	4,121,333	4/3/2012
	Service Mark – Principal Register	NextCare, Inc.	4,278,064	1/22/2013 Corrected 6/4/2013
NEXTCARE URGENT CARE SUPER SOAPY 	Service Mark – Principal Register	NextCare, Inc.	4,524,512	05/06/2014
SUPER SOAPY	Service Mark – Principal Register	NextCare, Inc.	4,528,137	05/13/2014