

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
URGENT TEAM MANAGEMENT, LLC		10/06/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5238505		
<b>Registration Number:</b>	5234247	URGENT TEAM FAMILY OF URGENT CARE & WALK	
<b>Registration Number:</b>	6070461	HOLD MY SPOT	
<b>Registration Number:</b>	6264187	PHYSICIANS CARE	
<b>Serial Number:</b>	97584684	PHYSICIANS CARE WALK-IN CLINIC"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6507393900		
<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>			
<b>Phone:</b>	6507393939		
<b>Email:</b>	DebbieWu@JonesDay.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-000032		
<b>NAME OF SUBMITTER:</b>	Debbie Wu		
<b>SIGNATURE:</b>	/Debbie Wu/		
<b>DATE SIGNED:</b>	10/07/2022		

CH \$140.00 5238505

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by Urgent Team Management, LLC, a Delaware limited liability company (the “Grantor”) in favor of KeyBank National Association (“KeyBank”), as administrative agent (the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Urgent Team Management, LLC, a Delaware limited liability company (the “Borrower”), the other Loan Parties from time to time party thereto, the Administrative Agent, the Issuing Bank and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of October 6, 2022 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Issuing Bank to issue Letters of Credit upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of October 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the Issuing Bank to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Subsidiary Loan Parties.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than any Excluded Assets:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto; and
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor party hereto for the purpose of recording the grant of security interest herein with

the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The provisions of Section 5.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**URGENT TEAM MANAGEMENT, LLC,**  
as Grantor

By: 

Name: Thompson Dent

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007873 FRAME: 0019**

Acknowledged and agreed:

**KEYBANK NATIONAL ASSOCIATION,**  
as Administrative Agent

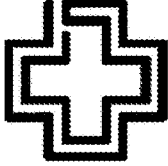



By:   
\_\_\_\_\_  
Name: Ryan Stilphen  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007873 FRAME: 0020**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Registered owner/ Grantor	Trademark	Registration No. or Serial No.	Registration/Application Date
	Urgent Team Management, LLC	<Design>	5,238,505	07/11/17
	Urgent Team Management, LLC	URGENT TEAM FAMILY OF URGENT CARE & WALK-IN CENTERS	5,234,247	07/04/17
HOLD MY SPOT	Urgent Team Management, LLC	HOLD MY SPOT	6,070,461	06/02/20
	Urgent Team Management, LLC	PHYSICIAN S CARE	6,264,187	02/09/21
	Urgent Team Management, LLC	Physicians Care Walk-In Clinic	97,584,684	09/09/22