

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778281

<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>
Ocean State LLC		01/03/2023	Limited Liability Company: DELAWARE
Village Practice Management Company, LLC		01/03/2023	Limited Liability Company: DELAWARE
Summit Health Management, LLC		01/03/2023	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walgreens Boots Alliance, Inc., as Collateral Agent		
<b>Street Address:</b>	108 Wilmot Road		
<b>City:</b>	Deerfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97351900	KALOOKIVILLE	
<b>Serial Number:</b>	97543244	VEEDBACK	
<b>Registration Number:</b>	5888771	CANCER DOESN'T FIGHT FAIR NEITHER DO WE	
<b>Registration Number:</b>	4810847	CITYMD	
<b>Registration Number:</b>	4117854	CITYMD	
<b>Registration Number:</b>	4166816	CITYMD	
<b>Registration Number:</b>	5585202	CITYMD	
<b>Serial Number:</b>	97592593	CITYMD	
<b>Registration Number:</b>	5394095	CITYMD AFTERCARE	
<b>Registration Number:</b>	5394094	CITYMD AFTERCARE	
<b>Registration Number:</b>	4969169	CITYMDCARES	
<b>Registration Number:</b>	5888770	DON'T FIGHT FAIR	
<b>Registration Number:</b>	5214212	JUST WALK IN.	
<b>Registration Number:</b>	5161957	POWERED BY KINDNESS	
<b>Serial Number:</b>	97596424	SUMMIT HEALTH	

OP \$1115.00 97351900

Property Type	Number	Word Mark
Registration Number:	1471738	SUMMIT HEALTH
Serial Number:	97596441	SUMMIT HEALTH CITYMD
Registration Number:	6097131	YOU NEED SOME CITYMD
Registration Number:	3290535	CONVERSATION MAP
Registration Number:	5840923	DOCOS
Registration Number:	5840921	DOCOS
Registration Number:	5334079	HEALTHY INTERACTIONS
Serial Number:	88497592	M VILLAGE MEDICAL
Registration Number:	5927681	MAP4HEALTH
Registration Number:	3523423	PERSONAL HEALTH ENGAGEMENT
Registration Number:	6846264	V
Registration Number:	6846265	V
Serial Number:	97039832	V
Registration Number:	6891045	V
Registration Number:	5679454	
Registration Number:	6842441	V
Serial Number:	90645120	V VILLAGE MEDICAL
Serial Number:	90645166	V VILLAGE MEDICAL AT HOME
Registration Number:	6451245	V VILLAGE MEDICAL CENTERS
Serial Number:	90645297	V VILLAGE MEDICAL PHYSICAL THERAPY
Serial Number:	97046699	VILLAGE MEDICAL
Serial Number:	97039842	VILLAGE MEDICAL
Registration Number:	6782718	VILLAGE MEDICAL
Serial Number:	90645063	VILLAGE MEDICAL
Serial Number:	90645147	VILLAGE MEDICAL AT HOME
Serial Number:	90645278	VILLAGE MEDICAL PHYSICAL THERAPY
Registration Number:	5314840	VILLAGEMD
Registration Number:	5679457	VILLAGEMD
Registration Number:	5840922	

#### 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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

**TRADEMARK**

**REEL: 007938 FRAME: 0479**

<b>ATTORNEY DOCKET NUMBER:</b>	1877909 TM
<b>NAME OF SUBMITTER:</b>	Karen Cottrell
<b>SIGNATURE:</b>	/Karen Cottrell/
<b>DATE SIGNED:</b>	01/04/2023

**Total Attachments: 9**

source=#96466866v1 - (TSA for Filing)#page3.tif  
source=#96466866v1 - (TSA for Filing)#page4.tif  
source=#96466866v1 - (TSA for Filing)#page5.tif  
source=#96466866v1 - (TSA for Filing)#page6.tif  
source=#96466866v1 - (TSA for Filing)#page7.tif  
source=#96466866v1 - (TSA for Filing)#page8.tif  
source=#96466866v1 - (TSA for Filing)#page9.tif  
source=#96466866v1 - (TSA for Filing)#page10.tif  
source=#96466866v1 - (TSA for Filing)#page11.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2023 (this "Agreement"), among OCEAN STATE LLC, SUMMIT HEALTH MANAGEMENT, LLC, and VILLAGE PRACTICE MANAGEMENT COMPANY, LLC, (each a "Grantor") and WALGREENS BOOTS ALLIANCE, INC., as collateral agent (in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among VILLAGE PRACTICE MANAGEMENT COMPANY HOLDINGS, LLC a Delaware limited liability company ("Parent Borrower"), VILLAGE PRACTICE MANAGEMENT COMPANY, LLC, a Delaware limited liability company (the "Co-Borrower" and together with the Parent Borrower, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and WALGREENS BOOTS ALLIANCE, INC., as Administrative Agent and Collateral Agent and that certain Collateral Agreement dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, and the obligations of the Lenders to extend such credit are condition upon, among other things, the execution and delivery of the Collateral Agreement, pursuant to which each Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans and as consideration for such Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b), of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance in full of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, its successors and assigns, on behalf of and for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under all United States Trademarks, including those listed on Schedule I attached hereto, whether now owned by or owing to, or hereafter acquired by or arising in favor of, each Grantor (the "Trademark Collateral"). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use

Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to **Section 5.13** of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUMMIT HEALTH MANAGEMENT,  
LLC,  
as a Grantor

By: DocuSigned by:  
Michael Przybyla  
Name: Michael Przybyla  
Title: Vice President

VILLAGE PRACTICE MANAGEMENT  
COMPANY, LLC,  
as a Grantor

By: \_\_\_\_\_  
Name: Christopher Ricaurte  
Title: Chief Financial Officer and Treasurer

OCEAN STATE LLC,  
as a Grantor

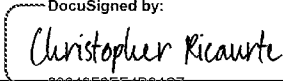
By: \_\_\_\_\_  
Name: Christopher Ricaurte  
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUMMIT HEALTH MANAGEMENT,  
LLC,  
as a Grantor

By: \_\_\_\_\_  
Name: Michael Przybyla  
Title: Vice President

VILLAGE PRACTICE MANAGEMENT  
COMPANY, LLC,  
as a Grantor


By:  \_\_\_\_\_  
Name: Christopher Ricaurte  
Title: Chief Financial Officer and Treasurer

OCEAN STATE LLC,  
as a Grantor

By:  \_\_\_\_\_  
Name: Christopher Ricaurte  
Title: Treasurer

WALGREENS BOOTS ALLIANCE, INC., as  
Collateral Agent

By:   
Name: Omorlie Harris  
Title: Senior Vice President and Global Treasurer

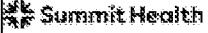
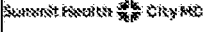
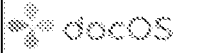


By:   
Name: John Devlin  
Title: Treasury Vice President






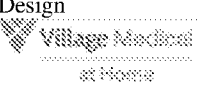

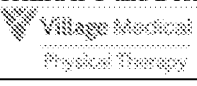




Schedule I

United States Registered and Applied-For Trademarks

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	KALOOKIVILLE	97351900 April 7, 2022	--	Filed ITU May 5, 2022	Ocean State LLC
2.	VEEDBACK	97543244 August 10, 2022	--	Filed August 13, 2022	Ocean State LLC
3.	CANCER DOESN'T FIGHT FAIR NEITHER DO WE	88182225 November 5, 2018	5888771 October 22, 2019	Registered October 22, 2019	SUMMIT HEALTH MANAGEMENT, LLC
4.	CITYMD and Design 	86110148 November 5, 2013	4810847 September 15, 2015	Registered December 13, 2021	SUMMIT HEALTH MANAGEMENT, LLC
5.	CITYMD	85364744 July 6, 2011	4117854 March 27, 2012	Renewed July 22, 2022	SUMMIT HEALTH MANAGEMENT, LLC
6.	CITYMD and Design 	85364760 July 6, 2011	4166816 July 3, 2012	Registered March 4, 2015	SUMMIT HEALTH MANAGEMENT, LLC
7.	CITYMD and Design 	87827076 March 9, 2018	5585202 October 16, 2018	Registered October 16, 2018	SUMMIT HEALTH MANAGEMENT, LLC
8.	CITYMD and Design 	97592593 September 15, 2022	--	Filed ITU September 26, 2022	Summit Health Management, LLC
9.	CITYMD AFTERCARE and Design 	87215843 October 26, 2016	5394095 February 6, 2018	Registered February 6, 2018	SUMMIT HEALTH MANAGEMENT, LLC
10.	CITYMD AFTERCARE	87215841 October 26, 2016	5394094 February 6, 2018	Registered February 6, 2018	SUMMIT HEALTH MANAGEMENT, LLC
11.	CITYMDCARES and Design 	86129497 November 26, 2013	4969169 May 31, 2016	Registered May 31, 2016	SUMMIT HEALTH MANAGEMENT, LLC
12.	DON'T FIGHT FAIR	88182167 November 5, 2018	5888770 October 22, 2019	Registered October 22, 2019	SUMMIT HEALTH MANAGEMENT, LLC
13.	JUST WALK IN.	87252167 November 30, 2016	5214212 May 30, 2017	Registered May 30, 2017	SUMMIT HEALTH MANAGEMENT, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
14.	POWERED BY KINDNESS	86701716 July 22, 2015	5161957 March 14, 2017	Registered March 14, 2017	SUMMIT HEALTH MANAGEMENT, LLC
15.	SUMMIT HEALTH and Design 	97596424 September 19, 2022	--	Filed ITU September 26, 2022	Summit Health Management, LLC
16.	SUMMIT HEALTH	73618795 September 8, 1986	1471738 January 5, 1988	Renewed January 26, 2018	SUMMIT HEALTH MANAGEMENT, LLC
17.	SUMMIT HEALTH CITYMD and Design 	97596441 September 19, 2022	--	Filed ITU September 26, 2022	Summit Health Management, LLC
18.	YOU NEED SOME CITYMD	88151966 October 11, 2018	6097131 July 7, 2020	Registered July 7, 2020	SUMMIT HEALTH MANAGEMENT, LLC
19.	CONVERSATION MAP	78811358 February 9, 2006	3290535 September 11, 2007	Renewed October 4, 2017	VILLAGE PRACTICE MANAGEMENT COMPANY, LLC
20.	DOCOS and Design 	88015121 June 26, 2018	5840923 August 20, 2019	Registered August 20, 2019	Village Practice Management Company, LLC
21.	DOCOS	88015107 June 26, 2018	5840921 August 20, 2019	Registered August 20, 2019	Village Practice Management Company, LLC
22.	HEALTHY INTERACTIONS and Design 	87400464 April 6, 2017	5334079 November 14, 2017	Registered November 14, 2017	VILLAGE PRACTICE MANAGEMENT COMPANY, LLC
23.	M VILLAGE MEDICAL (Stylized) 	88497592 July 2, 2019	--	Published ITU June 3, 2022	Village Practice Management Company, LLC
24.	MAP4HEALTH	88000588 June 14, 2018	5927681 December 3, 2019	Registered December 3, 2019	VILLAGE PRACTICE MANAGEMENT COMPANY, LLC
25.	PERSONAL HEALTH ENGAGEMENT	77298222 October 8, 2007	3523423 October 28, 2008	Renewed July 9, 2018	VILLAGE PRACTICE MANAGEMENT COMPANY, LLC
26.	V and Design 	97046691 September 27, 2021	6846264 September 13, 2022	Registered September 13, 2022	Village Practice Management Company, LLC
27.	V and Design 	97046695 September 27, 2021	6846265 September 13, 2022	Registered September 13, 2022	Village Practice Management Company, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
28.	V and Design 	97039832 September 22, 2021	--	Allowed November 9, 2022	Village Practice Management Company, LLC
29.	V and Design 	97039848 September 22, 2021	6891045 November 1, 2022	Registered November 1, 2022	Village Practice Management Company, LLC
30.	V and Design 	88010933 June 22, 2018	5679454 February 19, 2019	Registered February 19, 2019	Village Practice Management Company, LLC
31.	V and Design 	90645092 April 14, 2021	6842441 September 13, 2022	Registered September 13, 2022	Village Practice Management Company, LLC
32.	V VILLAGE MEDICAL and Design 	90645120 April 14, 2021	--	Published August 24, 2022	Village Practice Management Company, LLC
33.	V VILLAGE MEDICAL AT HOME and Design 	90645166 April 14, 2021	--	Published ITU August 24, 2022	Village Practice Management Company, LLC
34.	V VILLAGE MEDICAL CENTERS and Design 	88387382 April 16, 2019	6451245 August 17, 2021	Registered August 17, 2021	VILLAGE PRACTICE MANAGEMENT COMPANY, LLC
35.	V VILLAGE MEDICAL PHYSICAL THERAPY and Design 	90645297 April 14, 2021	--	Published ITU August 24, 2022	Village Practice Management Company, LLC
36.	VILLAGE MEDICAL	97046699 September 27, 2021	--	Published August 5, 2022	Village Practice Management Company, LLC
37.	VILLAGE MEDICAL	97039842 September 22, 2021	--	Allowed ITU November 3, 2022	Village Practice Management Company, LLC
38.	VILLAGE MEDICAL	88435074 May 17, 2019	6782718 July 5, 2022	Registered July 14, 2022	Village Practice Management Company, LLC
39.	VILLAGE MEDICAL	90645063 April 14, 2021	--	Published August 6, 2022	Village Practice Management Company, LLC
40.	VILLAGE MEDICAL AT HOME	90645147 April 14, 2021	--	Published June 8, 2022	Village Practice Management Company, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
41.	VILLAGE MEDICAL PHYSICAL THERAPY	90645278 April 14, 2021	--	Published ITU August 5, 2022	Village Practice Management Company, LLC
42.	VILLAGEMD	87154979 August 30, 2016	5314840 October 24, 2017	Registered October 24, 2017	Village Practice Management Company, LLC
43.	VILLAGEMD and Design 	88010955 June 22, 2018	5679457 February 19, 2019	Registered February 19, 2019	Village Practice Management Company, LLC
44.	Design Only 	88015116 June 26, 2018	5840922 August 20, 2019	Registered August 20, 2019	Village Practice Management Company, LLC