

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799017

<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>
United Digestive MSO Parent, LLC		03/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5898292	UNITED DIGESTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	JESS.BAJADA-BARTLETT@LW.COM		
<b>Correspondent Name:</b>	JESSICA BAJADA-BARTLETT		
<b>Address Line 1:</b>	1271 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	040896-0219		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett		
<b>DATE SIGNED:</b>	03/30/2023		
<b>Total Attachments: 5</b>			
source=Augusta (Kohlberg) - Trademark Security Agreement [Executed](140469118.1)#page1.tif			
source=Augusta (Kohlberg) - Trademark Security Agreement [Executed](140469118.1)#page2.tif			
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source=Augusta (Kohlberg) - Trademark Security Agreement [Executed](140469118.1)#page4.tif			

OP \$40.00 5898292



**Notice of Grant of Security Interest in Intellectual Property**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 30, 2023 (this “Notice”), made by United Digestive MSO Parent, LLC, a Delaware limited liability company (the “Pledgor”), in favor of ARES CAPITAL CORPORATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of March 30, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among UNITED DIGESTIVE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), UNITED DIGESTIVE MSO PARENT, LLC, a Delaware limited liability company (the “Borrower”), each Subsidiary Loan Party from time to time thereto and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule

I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other

electronic transmission shall be as effective as delivery of a manually signed original. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement 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 Collateral 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, physical delivery thereof 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.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

**UNITED DIGESTIVE MSO PARENT, LLC**

DocuSigned by:  
By:   
91D9CDAD5F3E46B...  
Name: Mark Gilreath  
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,  
as Collateral Agent

By:   
Name: Scott Lem  
Title: Authorized Signatory

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by United Digestive MSO Parent, LLC

*U.S. Trademark Registrations*

Mark	Registration No.	Registration Date
UNITED DIGESTIVE	5898292	29-OCT-2019