

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837669

<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>
Best Remedy Urgent Care LLC		08/31/2023	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Business Bank		
<b>Street Address:</b>	401 Charmany Drive		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53719		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97816345	BEST REMEDY URGENT CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	267-470-1224		
<b>Email:</b>	jdery@starfieldsmith.com		
<b>Correspondent Name:</b>	Janet M. Dery, Esquire		
<b>Address Line 1:</b>	1300 Virginia Drive, Suite 325		
<b>Address Line 2:</b>	Starfield & Smith, P.C.		
<b>Address Line 4:</b>	Fort Washington, PENNSYLVANIA 19034		
<b>ATTORNEY DOCKET NUMBER:</b>	2116145		
<b>NAME OF SUBMITTER:</b>	Janet M. Dery		
<b>SIGNATURE:</b>	/Janet M. Dery/		
<b>DATE SIGNED:</b>	09/07/2023		
<b>Total Attachments: 13</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement ("Agreement") is made as of the August 31, 2023 by Best Remedy Urgent Care LLC, a Maryland Limited Liability Company (referred to herein as "Company" or "Borrower"), with its chief executive office located at 9315 Ocean Highway, Suite B, Delmar, MD 21875, and delivered to First Business Bank ("Lender"), having a mailing address of 401 Charmany Drive, Madison, WI 53719.

### BACKGROUND

A. This Agreement is being executed in connection with that certain Loan Agreement of even date herewith by and between Lender and Company (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement") pursuant to which Lender is making a \$566,000.00 SBA 7(a) term loan to Borrower. To secure the obligations arising under the Loan Agreement, Borrower executed a Security Agreement of even date herewith by and between Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Security Agreement" together with the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith, collectively, the "Loan Documents"), under which Borrower is granting Lender, a lien on and security interest in all of the assets of Borrower, including Company's existing and hereafter acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") and goodwill associated thereto ("Trademark Goodwill") listed on Schedule A attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) patents and pending patent applications (collectively, "Patents") and goodwill associated thereto ("Patent Goodwill" together Trademark Goodwill, "Goodwill") and Trademarks listed on Schedule A attached hereto and made part hereof (all such Trademarks, Patents and Goodwill hereinafter referred to as the "Assets").

D. Pursuant to the Loan Documents, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Documents, Company hereby covenants and agrees to maintain the Assets in full force and effect until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
- (b) To Company's knowledge, each of the Assets is valid and enforceable;
- (c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;
- (d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (e) Company has complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and
- (f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new trademarks, trademark registrations, trade names, licenses, patents, pending patents or patent applications, (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, patents, pending patents or patent applications or licenses or renewals thereof, the provisions of this Agreement shall automatically apply thereto and trademark application, trademark, trademark registration, patents, pending patents or patent applications, licenses or license renewal shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

4. Company further covenants that until all obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Wisconsin, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute the patent and trademark assignments in the forms attached hereto as Exhibit 1 and Exhibit 2. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Lender.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of obligations and shall bear interest for Base Rate Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Company shall make federal application on registrable but unregistered, trademarks or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Trademark except as permitted by the Loan Agreement.

13. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO ANY

CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. **U.S. SMALL BUSINESS ADMINISTRATION PROVISION:**

**The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:**

- a) **When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.**
- b) **Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.**
- c) **Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.**

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Dated the date and year first written above.

Best Remedy Urgent Care LLC

By: 

Chisola Sherman, Sole Member

Approved and Accepted:

First Business Bank

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated the date and year first written above.

Best Remedy Urgent Care LLC

By: \_\_\_\_\_  
Chisola Sherman, Sole Member

Approved and Accepted:

First Business Bank

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

Name: Christina Calice

Title: SBA Closing manager



**SCHEDULE A**

1. Issued Trademarks of Company

Registration Date	Serial Number	Description of Trademark
Pending	97816345	Best Remedy Urgent Care

2. Issued U.S. Patents of Company

Patent No.	Issue Date	Title
NONE		

3. Pending U.S. Patent Applications of Company

Serial No.	Filing Date	Title
NONE		

ACKNOWLEDGMENT

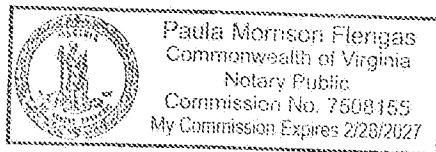
State of ~~Maryland~~ <sup>Pat</sup> Virginia

County of Norfolk City

On this, the 31<sup>st</sup> day of August, 2023, before me, the undersigned officer, personally appeared Chisola Sherman who acknowledged herself to be the Sole Member of Best Remedy Urgent Care LLC, a Maryland Limited Liability Company, and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by herself as Sole Member of Best Remedy Urgent Care LLC.

In witness whereof, I hereunto set my hand and official seal.

Paula Morrison Flengas  
Notary Public  
Paula Morrison Flengas



ACKNOWLEDGMENT

State of North Carolina

County of Mecklenburg

On this, the 2<sup>nd</sup> day of Sep, 2023 before me Zil A. Shah,  
the undersigned officer, personally appeared Christina Calice who acknowledged ~~himself~~/herself to be the  
**SBA** Closing Manager of First Business Bank, Christina Calice and that ~~he~~/she as such,  
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name  
of the Christina Calice by ~~himself~~/herself as NA.

In witness whereof, I hereunto set my hand and official seal.

Zil A. Shah  
Notary Public

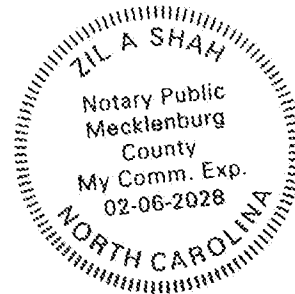


EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, Best Remedy Urgent Care LLC, a Maryland Limited Liability Company ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, First Business Bank ("Grantee"), having a place of business at 401 Charmany Drive, Madison, WI 53719, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the 31 day of August, 2023

First Business Bank

By: 

Attorney-in-fact for Best Remedy Urgent Care LLC

Witness:

EXHIBIT 1

ACKNOWLEDGMENT

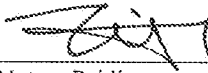
UNITED STATES OF AMERICA :

STATE OF North Carolina : S.S.

COUNTY OF Mecklenburg :

On this 2nd day of Sep, 2023 before me, a Notary Public for the said County and State, personally appeared Christina Calice known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Best Remedy Urgent Care LLC and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

Feb 06th 2028  
My Commission Expires:



**EXHIBIT 2**  
**PATENT ASSIGNMENT**

NOT APPLICABLE

## POWER OF ATTORNEY

Best Remedy Urgent Care LLC, a Maryland Limited Liability Company ("Grantor"), hereby authorizes First Business Bank, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patent and Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Agreement and a certain Loan Agreement bearing even date herewith among Grantor and certain other parties as borrowers and Grantee, as lender, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 31<sup>st</sup> day of AUGUST, 2023

Best Remedy Urgent Care LLC

By:

Chisola Sherman, Sole Member

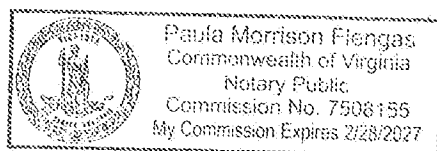
## ACKNOWLEDGMENT

State of VIRGINIA

County of NORFOLK CITY

On this, the 31<sup>st</sup> day of AUGUST, 2023, before me, the undersigned officer, personally appeared Chisola Sherman who acknowledged herself to be the Sole Member of Best Remedy Urgent Care LLC, a Maryland Limited Liability Company, and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by herself as Sole Member of Best Remedy Urgent Care LLC.

In witness whereof, I hereunto set my hand and official seal.



Paula Morrison Flengas  
Notary Public  
Paula Morrison Flengas

{04444594;v2 }

[POWER OF ATTORNEY TO PATENT AND TRADEMARK SECURITY AGREEMENT]

RECORDED: 09/07/2023

TRADEMARK  
REEL: 008191 FRAME: 0052