

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
After Hours Pediatrics, Inc.		11/03/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	99 Wood Avenue South, Suite 1000		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3404014	AFTER HOURS PEDIATRICS URGENT CARE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2173320 AHP		
NAME OF SUBMITTER:	Jordana S. Dreyfuss		
SIGNATURE:	/Jordana S. Dreyfuss/		
DATE SIGNED:	11/03/2023		
Total Attachments: 5			
source=TM Trademark Security Agreement After Hours Pediatrics Inc#page1.tif			
source=TM Trademark Security Agreement After Hours Pediatrics Inc#page2.tif			
source=TM Trademark Security Agreement After Hours Pediatrics Inc#page3.tif			
source=TM Trademark Security Agreement After Hours Pediatrics Inc#page4.tif			

OP \$40.00 3404014

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 3, 2023, by After Hours Pediatrics, Inc. (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as note collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement dated as of November 3, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor, wherever located or deemed located, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

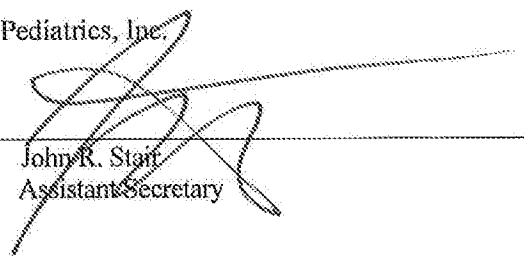
SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Security Agreement and "Note Collateral Agent" under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Security Agreement and granted to the "Note Collateral Agent" the Indenture.

[Signature pages follow.]


After Hours Pediatrics, Inc.

By:

Name: John R. Stait
Title: Assistant Secretary

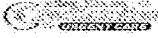
A handwritten signature in black ink, appearing to read "John R. Stait", is written over a horizontal line. The signature is stylized and somewhat cursive.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Latoya S. Elvin
Title: Vice President

**Schedule I
Trademark Registrations and Applications**

U.S. Trademark Registrations & Applications

	Owner	Mark	App. No.	Reg. No.
1.	After Hours Pediatrics, Inc.	AFTER HOURS PEDIATRICS URGENT CARE (& design) 	76/671,852	3,404,014