

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Health, LLC		11/03/2023	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4040100	HEALTH CARE FINANCIAL SERVICES OF TEAMHE	
Registration Number:	2489975	TEAM HEALTH	
Registration Number:	3802032	TEAM HEALTH	
Registration Number:	5608504	ZENITH	
Registration Number:	6185586	PRACTICE MADE PERFECT	
Registration Number:	5881338	BEYOND CLINICAL MEDICINE WHAT THEY DON'T	
Registration Number:	6160338	ACCESSNURSE	
Registration Number:	6404649	SMARTPAC	
Registration Number:	6233416	ACCESSNURSE	
Registration Number:	6992308	TEAMHEALTH VIRTUALCARE	
Registration Number:	6997361	TEAMHEALTH VIRTUALCARE	
Serial Number:	97906350	AFTERCARE POWERED BY TEAMHEALTH	
Serial Number:	97906483	AFTERCARE	
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>			
Email:	michael.violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		

OP \$340.00 4040100

Address Line 1: 4400 Easton Commons Way
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 11/05/2023

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Team Health, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) TN, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 3, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: IL1-1145/54/63, P.O. Box 6026

City: Chicago

State: IL

Country: USA Zip: 60680-6026

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Sophie Bolt

Signature

November 3, 2023

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 3, 2023, by Team Health, LLC (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (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 Credit Agreement, 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:

(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.

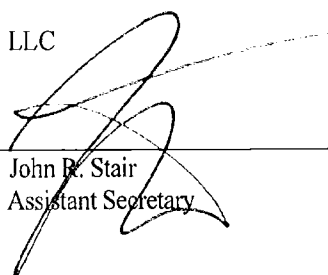
[Signature pages follow.]

Team Health, LLC

By: _____

Name: John R. Stair

Title: Assistant Secretary

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

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 008249 FRAME: 0646

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: _____
Name: Helen D. Davis
Title: Executive Director

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 008249 FRAME: 0647

Schedule I
Trademark Registrations and Applications

U.S. Trademark Registrations & Applications

	Owner	Mark	App. No.	Reg. No.
1.	Team Health, LLC	HEALTH CARE FINANCIAL SERVICES OF TEAMHEALTH	77/737,393	4,040,100
2.	Team Health, LLC	TEAM HEALTH	75/774,197	2,489,975
3.	Team Health, LLC	TEAMHEALTH (stylized) TEAMHealth	77/737,443	3,802,032
4.	Team Health, LLC	ZENITH	87/718,007	5,608,504
5.	Team Health, LLC	PRACTICE MADE PERFECT	87/892,218	6,185,586
6.	Team Health, LLC	BEYOND CLINICAL MEDICINE WHAT THEY DON'T TEACH YOU IN RESIDENCY	88/160,349	5,881,338
7.	Team Health, LLC	ACCESSNURSE	88/530,677	6,160,338
8.	Team Health, LLC	SMARTPAC	88/836,300	6,404,649
9.	Team Health, LLC	ACCESSNURSE (& design) Access	88/950,042	6,233,416
10.	Team Health, LLC	TEAMHEALTH VIRTUALCARE	90/406,383	6,992,308
11.	Team Health, LLC	TEAMHEALTH VIRTUALCARE (& design) VirtualCore	90/518,655	6,997,361
12.	Team Health, LLC	AFTERCARE POWERED BY TEAMHEALTH (& design) ER	97/906,350	
13.	Team Health, LLC	AFTERCARE (& design) ER	97/906,483	