

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UOI MSO, LLC		11/08/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		
Street Address:	111 S. WACKER DRIVE, 36TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88034671	UROPRIME	
Serial Number:	88034675	UROPRIME SELF-START THERAPY UROLOGY OF I	
Serial Number:	87803288	UROLOGY OF INDIANA	
Serial Number:	87803327	UROLOGY OF INDIANA	
Serial Number:	76550859	UROPOINT	
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:	312.577.8544		
Email:	sharon.elkin@katten.com		
Correspondent Name:	Sharon Elkin c/o Katten Muchin Rosenman		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	386565-00360		
NAME OF SUBMITTER:	Sharon Elkin		
SIGNATURE:	/Sharon Elkin/		
DATE SIGNED:	11/08/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 8th day of November, 2023, by UOI MSO, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, U.S. Urology Partners, LLC, a Delaware limited liability company (the "Borrower"), the financial institutions party thereto from time to time as Lenders, and Grantee, as Agent, have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, Grantor, and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising (to the extent not constituting Excluded Property):

- (i) each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UOI MSO, LLC, a Delaware limited liability company

By: Corina Tracy
Name: Corina Tracy
Its: Chief Executive Officer

GBU MSO, LLC, a Delaware limited liability company

By: Corina Tracy
Name: Corina Tracy
Its: Chief Executive Officer

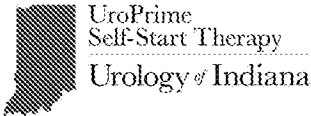

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By:  _____
Name: Kim Trick
Title: Managing Director

Schedule A

U.S. Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
UROPRIME	88034671	7/12/18	5909417	11/12/19
 UroPrime Self-Start Therapy Urology of Indiana	88034675	7/12/18	5909418	11/12/19
UROLOGY OF INDIANA	87803288	2/20/18	5579417	10/09/18
 Urology of Indiana	87803327	2/20/18	5584485	10/16/18
UROPOINT	76550859	10/14/03	3055935	1/31/06
UROPRIME	88034671	7/12/18	5909417	11/12/19

U.S. Trademark Applications

None.