

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Specialists of Palm Beaches, Inc.		11/10/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Lafayette Square Loan Servicing, LLC		
Street Address:	PO Box 25250, PMB 13941		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33102-5250		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3806798	MSPB	
Registration Number:	4284680	MSPB MEDICAL SPECIALISTS OF THE PALM BEA	
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:	3102035373		
Email:	uspt@polsinelli.com, jdesilva@polsinelli.com		
Correspondent Name:	Polsinelli, PC		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	115854-776301		
NAME OF SUBMITTER:	June A. De Silva, Paralegal		
SIGNATURE:	/June A. De Silva/		
DATE SIGNED:	11/10/2023		
Total Attachments: 5			
source=LS MSPB - Trademark Security Agreement [Executed] (92066664v1)#page1.tif			
source=LS MSPB - Trademark Security Agreement [Executed] (92066664v1)#page2.tif			
source=LS MSPB - Trademark Security Agreement [Executed] (92066664v1)#page3.tif			

CH \$65.00 3806798

source=LS I MSPB - Trademark Security Agreement [Executed] (92066664v1)#page4.tif
source=LS I MSPB - Trademark Security Agreement [Executed] (92066664v1)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2023 (this “Trademark Security Agreement”), made by Medical Specialists of the Palm Beaches, Inc., a Florida corporation (the “Grantor”), in favor of Lafayette Square Loan Servicing, LLC, as agent for Lenders (the “Agent”).

Reference is made to the Revolving Credit, Term Loan and Security Agreement, dated as of November 10, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Agent, MSPB MSO, LLC, a Delaware limited liability company, the Grantor, and each other Person from time to time joined as a borrower in accordance with the Credit Agreement and all of their respective permitted successors and assigns, MSPB Holdings, LLC, a Delaware limited liability company, each of the Subsidiaries of Borrower and each other Person from time to time joined as a guarantor to the Credit Agreement or guarantee payment or performance of the whole or any part of the Obligations and all of their respective permitted successors and assigns, and each Lender from time to time party thereto.

WHEREAS, the Grantor is party to the Credit Agreement, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the owned trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Credit Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement, and the Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Agent and a counterpart hereof shall have been executed on behalf of the Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

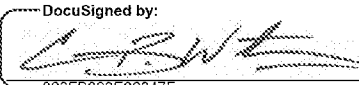
SECTION 7. Termination. Upon the termination of the Credit Agreement in accordance with its terms and written request of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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

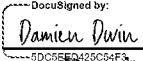
GRANTOR:

MEDICAL SPECIALISTS OF THE PALM BEACHES, INC.

DocuSigned by:

By: _____
Name: Casey Waters
Title: Chief Executive Officer

Accepted and Agreed:

**LAFAYETTE SQUARE LOAN SERVICING,
LLC,**
as Agent

By:  _____
Name: Damien Dwin
Title: Authorized Signatory


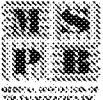
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration	Status
Medical Specialists of the Palm Beaches, Inc.	 <small>(Word Mark: MSPB)</small>	77863129	3806798	November 02, 2009	June 22, 2010	Registered
Medical Specialists of the Palm Beaches, Inc.	 <small>(Word Mark: MSPB MEDICAL SPECIALISTS OF THE PALM BEACHES, INC.)</small>	85388546	4284680	August 03, 2011	February 5, 2013	Registered