

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI18291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crestline Direct Finance, L.P., as Administrative Agent		01/16/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Urgent Cares of America Holdings, LLC		
Street Address:	c/o FastMed Urgent Care		
Internal Address:	9060 E. Via Linda Blvd., Suite 250		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4032823	FASTMED URGENT CARE PERSONAL CARE IN YOUR NEIGHBORHOOD	
Registration Number:	4024009	FASTMED	
Registration Number:	4024059		
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	2136175493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Julie Cravitz		
Address Line 1:	Sheppard, Mullin		
Address Line 2:	333 S. Hope St., 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	76JZ-369509		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	Julie Cravitz		
DATE SIGNED:	02/09/2024		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 16, 2024 is made by CRESTLINE DIRECT FINANCE, L.P., in its capacity as Administrative Agent (the “Administrative Agent”), in favor of URGENT CARES OF AMERICA HOLDINGS, LLC, a Delaware limited liability company (the “Assignor”). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Guaranty and Security Agreement, dated as of July 31, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), among the Assignor, each of the other Grantors from time to time party thereto, and the Administrative Agent and (ii) that certain Trademark Security Agreement, dated as of July 31, 2019 (the “Trademark Security Agreement”), executed by the Assignor in favor of the Administrative Agent, the Assignor assigned, transferred, conveyed and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Assignor’s right, title and interest in, to and under the Collateral, including certain trademarks listed on Schedule A attached hereto;

WHEREAS, the security interest in such trademarks pledged and granted by the Assignor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on July 31, 2019, at Reel 6708, and Frame 0409; and

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of such trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates, releases and discharges all of its security interest in and continuing Lien on all of the Assignor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and (b) reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the Assignor.

Assignor, and any other person or entity having any right, title or interest in the Trademark Collateral, is hereby authorized to record this Release with the United States Patent and Trademark Office, any successor office, or any similar office in any other country, as applicable.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CRESTLINE DIRECT FINANCE, L.P.,
as Administrative Agent


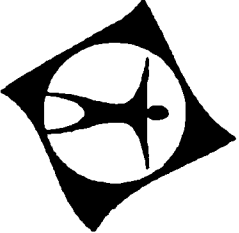
By: Crestline Direct Finance (GP), L.L.C., its
general partner

By: Crestline Investors, Inc., its manager

DocuSigned by:
Keith Williams
By: _____
Name: BF94D4746327480... Keith Williams
Title: Managing Director

Schedule A
to Release of Security Interest in Trademarks

REGISTERED TRADEMARKS

Trade Mark	Owner	Country	Trademark number	Filing date	Registration date
 FASTMED URGENT CARE <i>personal care in your neighborhood</i>	Urgent Cares of America Holdings, LLC	USA	4032823	January 29, 2011	September 27, 2011
FASTMED	Urgent Cares of America Holdings, LLC	USA	4024009	December 10, 2010	September 6, 2011
	Urgent Cares of America Holdings, LLC	USA	4024059	March 9, 2011	September 6, 2011