

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM161274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Family Care, LLC		02/29/2024	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97283324	NOBODY CARES LIKE FAMILY	
<b>Serial Number:</b>	88944583	AFC COVIDSAFE WORKPLACE	
<b>Serial Number:</b>	88904016	AFC COVID SAFE WORKPLACE	
<b>Serial Number:</b>	88847796	AMERICAN FAMILY CARE TELECARE	
<b>Serial Number:</b>	87820966	AHR AMERICAN HEALTHCARE RESOURCES	
<b>Serial Number:</b>	87436168	MAN UP CHECKUP	
<b>Serial Number:</b>	87347122	AFC AMERICAN FAMILY CARE URGENT CARE	
<b>Serial Number:</b>	87347514	AFC AMERICAN FAMILY CARE THE RIGHT CARERIGHT NOW	
<b>Serial Number:</b>	87347587	AFC URGENT CARE AMERICAN FAMILY CARE	
<b>Serial Number:</b>	87260166	AFC URGENT CARE	
<b>Serial Number:</b>	87175779	SETTING THE STANDARD IN URGENT CARE	
<b>Serial Number:</b>	87174038	AFC URGENT CARE FAMILY CARE	
<b>Serial Number:</b>	87135678	AFC URGENT CARE	
<b>Serial Number:</b>	87134234	AFC URGENT CARE	
<b>Serial Number:</b>	86764767	NATIONAL FLU PREVENTION WEEK	
<b>Serial Number:</b>	86764883	NATIONAL FLU PREVENTION WEEK	
<b>Serial Number:</b>	86724502	AFC	
<b>Serial Number:</b>	86565883	AMERICAN HEALTHCARE RESOURCES	
<b>Serial Number:</b>	86565898	WEIGHTOLIVE	

CH \$665.00.00 97283324

Property Type	Number	Word Mark
Serial Number:	86134288	AFC DOCTORS EXPRESS URGENT CARE
Serial Number:	86006310	AFC DOCTORS EXPRESS AND URGENT CARE
Serial Number:	85966904	AFC
Serial Number:	85965793	AMERICAN FAMILY CARE
Serial Number:	97283375	AFC NOBODY CARES LIKE FAMILY
Serial Number:	88944602	AMERICAN FAMILY CARE COVIDSAFE WORKPLACE
Serial Number:	88904022	AMERICAN FAMILY CARE COVID SAFE WORKPLACE

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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.*

**Phone:** 3125778438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	Raquel Haleem
<b>DATE SIGNED:</b>	02/29/2024

**Total Attachments: 5**

- source=twin brook american family care trademark security agreement FINAL FORM 2024#page1.tif
- source=twin brook american family care trademark security agreement FINAL FORM 2024#page2.tif
- source=twin brook american family care trademark security agreement FINAL FORM 2024#page3.tif
- source=twin brook american family care trademark security agreement FINAL FORM 2024#page4.tif
- source=twin brook american family care trademark security agreement FINAL FORM 2024#page5.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of February 29, 2024, by American Family Care, LLC, an Alabama limited liability company (“Grantor”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”):

**W I T N E S S E T H**

WHEREAS, the Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of February 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “Loans”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of February 29, 2024, 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 Secured Parties, 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 the Borrowers 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. Unless otherwise noted herein, 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 and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s 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:

(a) 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

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

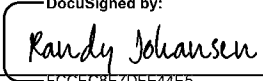
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

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

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*


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

**AMERICAN FAMILY CARE, LLC**, an  
Alabama limited liability company

By:   
Name: Randy Johansen  
Title: President and Secretary

Agreed and accepted as of  
the date first written above:

**TWIN BROOK CAPITAL PARTNERS, LLC**, as Agent

By:   
Kimberly Trick (Feb 28, 2024 10:49 CST)  
Name: Kim Trick  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 008357 FRAME: 0708**

**SCHEDULE A****Trademark Registrations**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
NOBODY CARES LIKE FAMILY	97283324	2/24/22	7225984	11/21/23
AFC COVIDSAFE WORKPLACE	88944583	6/02/20	6740096	5/24/22
AFC COVID SAFE WORKPLACE	88904016	5/06/20	6740058	5/24/22
AMERICAN FAMILY CARE TELECARE	88847796	3/25/20	6631114	2/01/22
AHR AMERICAN HEALTHCARE RESOURCES	87820966	3/05/18	5737622	4/30/19
MAN UP CHECKUP	87436168	5/04/17	5478832	5/29/18
AFC AMERICAN FAMILY CARE URGENT CARE	87347122	2/23/17	5315440	10/24/17
AFC AMERICAN FAMILY CARE THE RIGHT CARE RIGHT NOW	87347514	2/23/17	5315442	10/24/17
AFC URGENT CARE AMERICAN FAMILY CARE	87347587	2/23/17	5476580	5/22/18
AFC URGENT CARE	87260166	12/07/16	5240938	7/11/17
SETTING THE STANDARD IN URGENT CARE	87175779	9/19/16	5166503	3/21/17
A F C URGENT CARE FAMILY CARE	87174038	9/16/16	5195152	5/02/17
AFC URGENT CARE	87135678	8/11/16	5175667	4/04/17
AFC URGENT CARE	87134234	8/10/16	5170540	3/28/17
NATIONAL FLU PREVENTION WEEK	86764767	9/22/15	4915839	3/08/16
NATIONAL FLU PREVENTION WEEK	86764883	9/22/15	4963999	5/24/16
AFC	86724502	8/13/15	4954739	5/10/16
AMERICAN HEALTHCARE RESOURCES	86565883	3/16/15	5106721	12/20/16
WEIGHTOLIVE	86565898	3/16/15	4976090	6/14/16
A F C DOCTORS EXPRESS URGENT CARE	86134288	12/03/13	4607306	9/16/14
AFC DOCTORS EXPRESS URGENT CARE	86006310	7/10/13	4481197	2/11/14
AFC	85966904	6/21/13	4490730	3/04/14
AMERICAN FAMILY CARE	85965793	6/20/13	4487746	2/25/14
AFC NOBODY CARES LIKE FAMILY	97283375	2/24/22	N/A	N/A
AMERICAN FAMILY CARE COVIDSAFE WORKPLACE	88944602	6/02/20	N/A	N/A
AMERICAN FAMILY CARE COVID SAFE WORKPLACE	88904022	5/06/20	N/A	N/A