

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLOW URGENT CARE HOLDINGS, INC.		06/25/2013	CORPORATION: DELAWARE
WELLOW URGENT CARE MANAGEMENT, LLC		06/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
WELLOW URGENT CARE MANAGEMENT OF TENNESSEE, LLC		06/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
WELLOW URGENT CARE MANAGEMENT OF MISSISSIPPI, LLC		06/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
WELLOW URGENT CARE MANAGEMENT OF ARKANSAS, LLC		06/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
CROSSROADS URGENT CARE, PLLC		06/25/2013	Professional Limited Liability Company: TENNESSEE
WELLOW URGENT CARE OF ARKANSAS PHYSICIANS, LLC		06/25/2013	LIMITED LIABILITY COMPANY: INDIANA
WELLOW URGENT CARE MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC		06/25/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
---------------	--------	-----------

CH \$40.00 85516362

Serial Number:

85516362

WELLNOW

CORRESPONDENCE DATA

Fax Number:

8585506420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

858-550-6403

Email:

erin.obrien@cooley.com

Correspondent Name:

Erin O'Brien

Address Line 1:

c/o Cooley LLP

Address Line 2:

4401 Eastgate Mall

Address Line 4:

San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

036703-1600 WELLNOW

NAME OF SUBMITTER:

Erin O'Brien

Signature:

/Erin O'Brien/

Date:

07/10/2013

Total Attachments: 9

source=Wellnow signed IPSA#page1.tif

source=Wellnow signed IPSA#page2.tif

source=Wellnow signed IPSA#page3.tif

source=Wellnow signed IPSA#page4.tif

source=Wellnow signed IPSA#page5.tif

source=Wellnow signed IPSA#page6.tif

source=Wellnow signed IPSA#page7.tif

source=Wellnow signed IPSA#page8.tif

source=Wellnow signed IPSA#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 25, 2013 by and between **COMERICA BANK** (“**Bank**”) and **WELLOW URGENT CARE HOLDINGS, INC.**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT, LLC**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT OF TENNESSEE, LLC**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT OF MISSISSIPPI, LLC**, a Delaware limited liability company, **WELLOW URGENT CARE MANAGEMENT OF ARKANSAS, LLC**, a Delaware limited liability company, **CROSSROADS URGENT CARE, PLLC**, a Tennessee professional limited liability company, **CONVENIENT CARE CLINIC, LLC**, a Tennessee limited liability company, **WELLOW URGENT CARE OF ARKANSAS PHYSICIANS, LLC**, an Indiana limited liability company, and **WELLOW URGENT CARE MANAGEMENT OF ARKANSAS ANCILLARY SERVICES, LLC**, a Delaware limited liability company (collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided, however, that such grant of security interest contained herein shall in no event extend to any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not

preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of each Grantor:

30 Burton Hills Boulevard, Suite 576
Nashville, TN 37215
Attn: Chief Executive Officer

GRANTOR:

WELLOW URGENT CARE HOLDINGS, INC.

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
TENNESSEE, LLC

By: Troy Spill
Title: CEO

WELLOW URGENT CARE MANAGEMENT OF
MISSISSIPPI, LLC

By: Troy Spill
Title: CEO

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS, LLC

By: Troy Spill
Title: CEO

CROSSROADS URGENT CARE, PLLC

By: _____
Title: _____

CONVENIENT CARE CLINIC, LLC

By: Troy Spill
Title: Manager

WELLOW URGENT CARE OF ARKANSAS
PHYSICIANS, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of each Grantor:

30 Burton Hills Boulevard, Suite 576
Nashville, TN 37215
Attn: Chief Executive Officer

WELLOW URGENT CARE HOLDINGS, INC.

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
TENNESSEE, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
MISSISSIPPI, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS, LLC

By: _____
Title: _____

CROSSROADS URGENT CARE, PLLC

By: _____
Title: _____

CONVENIENT CARE CLINIC, LLC

By: _____
Title: _____

WELLOW URGENT CARE OF ARKANSAS
PHYSICIANS, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of each Grantor:

30 Burton Hills Boulevard, Suite 576
Nashville, TN 37215
Attn: Chief Executive Officer

WELLOW URGENT CARE HOLDINGS, INC.

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
TENNESSEE, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
MISSISSIPPI, LLC

By: _____
Title: _____

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS, LLC

By: _____
Title: _____

CROSSROADS URGENT CARE, PLLC

By: _____
Title: _____

CONVENIENT CARE CLINIC, LLC

By: _____
Title: _____

WELLOW URGENT CARE OF ARKANSAS
PHYSICIANS, LLC

By:  _____
Title: M.D.

WELLOW URGENT CARE MANAGEMENT OF
ARKANSAS ANCILLARY SERVICES, LLC

By: _____
Title: _____

1.

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By:

A handwritten signature in black ink, appearing to read "Mark J. ...", is written over a horizontal line.

Title: Vice President

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
--------------------	--	-------------------------------------

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
WELLOW	85/516,362	01/13/12