

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336701

<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>
Pediatric Services of America, Inc.		03/19/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Penfund Partners, Inc.		
<b>Street Address:</b>	333 Bay Street, Suite 610		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5H 2R2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4221665	NURSES ARE THE HEARTBEAT OF PSA	
<b>Registration Number:</b>	4419284	PSA HEALTHCARE	
<b>Registration Number:</b>	3751238	PSA HEALTHCARE CARING FOR KIDS	
<b>Registration Number:</b>	4311832	PSAHEALTHCARE	
<b>Registration Number:</b>	4343657	TRUSTED CARE	
<b>Registration Number:</b>	4347719	TRUSTEDCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026373593		
<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>			
<b>Phone:</b>	202-383-0100		
<b>Email:</b>	eteas@sutherland.com		
<b>Correspondent Name:</b>	E Langworthy, Sutherland Asbill & Brenna		
<b>Address Line 1:</b>	700 Sixth Street, NW, Suite 700		
<b>Address Line 2:</b>	Sutherland Asbill & Brennan LLP		
<b>Address Line 4:</b>	Washington, D.C. 20001-3980		
<b>ATTORNEY DOCKET NUMBER:</b>	64329-0038		
<b>NAME OF SUBMITTER:</b>	E. Langworthy		
<b>SIGNATURE:</b>	/E. Langworthy/		

CH \$165.00 4221665

<b>DATE SIGNED:</b>	03/31/2015
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**Total Attachments: 6**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY SECURITY DOCUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN ADMINISTRATIVE AGENT THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 19, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG BMO HARRIS BANK, N.A., AS THE FIRST LIEN AGENT, AND PENFUND PARTNERS, INC., AS SECOND LIEN ADMINISTRATIVE AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY SECURITY DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Penfund Partners, Inc. (“Penfund”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Second Lien Administrative Agent”) for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 19, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among the Borrowers, Holdings, the Lenders from time to time party thereto and Penfund Partners, Inc., as Second Lien Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of March 19, 2015, 2015 in favor of the Second Lien Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Second Lien Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

1. Grant of Security Interest in Trademark Collateral. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Administrative Agent for the benefit of the Secured Parties, and grants to the Second Lien Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those identified on Schedule 1 hereto:

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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;

provided, however, that "Trademark Collateral" shall not include any Excluded Property.

2. Guaranty and Security Agreement.

The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademarks Collateral subject to a security interest hereunder.

4. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement 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.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Second Lien Administrative Agent pursuant to this Trademark Security Agreement are, prior to the Discharge of First Lien Obligations, expressly subordinated to those granted to the First Lien Administrative Agent pursuant to the First Lien Guaranty and Security Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PEDIATRIC SERVICES OF AMERICA, INC.,**

as Grantor

By: \_\_\_\_\_

Name: Eric Minkove

Title: Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

**PENFUND PARTNERS, INC.,**

as Second Lien Administrative Agent

and Second Lien Collateral Agent

By: \_\_\_\_\_

Name:

Title:


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

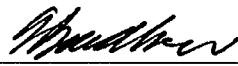
**PEDIATRIC SERVICES OF AMERICA, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**PENFUND PARTNERS, INC.,**  
as Second Lien Administrative Agent  
and Second Lien Collateral Agent

By:  \_\_\_\_\_  
Name: Richard Bradlow  
Title: Director

By:  \_\_\_\_\_  
Name: John Bradlow  
Title: Director

**SCHEDULE 1**

**UNITED STATES TRADEMARKS:**

<b>Owner</b>	<b>Mark</b>	<b>Filing / Registration Date</b>	<b>Status</b>	<b>Filing / S/N/ Reg. No.</b>	<b>Jurisdiction</b>
Pediatric Services of America, Inc. (GA)	NURSES ARE THE HEARTBEAT OF PSA	3/2/2012 / 10/9/2012	Registered	4,221,665	USA
Pediatric Services of America, Inc. (GA)	PSA HEALTHCARE	3/2/2012 / 10/15/2013	Registered	4,419,284	USA
Pediatric Services of America, Inc. (GA)	PSA HEALTHCARE CARING FOR KIDS(& DESIGN)	12/16/2008 / 2/23/2010	Registered	3,751,238	USA
Pediatric Services of America, Inc. (GA)	PSAHEALTHCARE (& DESIGN)	3/2/2012 / 4/2/2013	Registered	4,311,832	USA
Pediatric Services of America, Inc. (GA)	TRUSTED CARE	3/2/2012 / 5/28/2013	Registered	4,343,657	USA
Pediatric Services of America, Inc. (GA)	TRUSTEDCARE (& DESIGN)	3/2/2012 / 6/4/2013	Registered	4,347,719	USA
Pediatric Services of America, Inc. (GA)	PSA HEALTHCARE	10/1/1998	Renewed	560746	USA - State LA
Pediatric Services of America, Inc. (GA)	PHARMACY SERVICES OF AMERICA	10/30/2002	Registered	N/A	USA - State WI