

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neighbors Emergency Center, LLC		11/19/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	KeyBank National Association (as Administrative Agent)		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86751224	NEIGHBORS HEALTH SYSTEM	
Serial Number:	86751254	NEIGHBORS EMERGENCY CENTER	
Serial Number:	86786252	NEIGHBORS EMERGENCY CENTER	
Serial Number:	86751284	BEST NEIGHBORS EVER.	
Serial Number:	86751303	BEST NEIGHBORS EVER.	
Serial Number:	85887525	BEST NEIGHBORS EVER.	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Daniel Puljic / JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	601755-185075		
NAME OF SUBMITTER:	Daniel Puljic		
SIGNATURE:	/Daniel Puljic/		

CH \$165.00 86751224

DATE SIGNED:

11/19/2015

Total Attachments: 11

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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of November 19, 2015 (“Agreement”), between Neighbors Emergency Center, LLC, a Texas limited liability company (together with its successors and assigns, the “Assignor”), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of November 19, 2015 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among Neighbors Global Holdings, LLC, a Delaware limited liability company (together with its successors and assigns, the “Borrower”), the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of November 19, 2015 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

- (iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.

Section 5. Counterparts. This Agreement may be executed in any number of several counterparts (and may be delivered by fax or email transmission), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**NEIGHBORS EMERGENCY CENTER, LLC, a
Texas limited liability company**

By: Neighbors Health System, LLC,
a Texas limited liability company, as Manager


By: _____
Name: Setul Patel
Title: President and Chief Executive Officer


Accepted and acknowledged by:


KEYBANK NATIONAL ASSOCIATION,


By: S. Valeva
Name: Sanya Valeva
Title: Senior Vice President

Schedule A
to Collateral Assignment of
Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
Neighbors Emergency Center, LLC	<p>neighbors HEALTH SYSTEM</p> <p>The mark consists of the stylized wording neighbors HEALTH SYSTEM in which neighbors is written in bold maroon lowercase letters and HEALTH SYSTEM is written in grey capitalized letters. The word neighbors is written above the words HEALTH SYSTEM. Above the words is a maroon square with rounded edges with white silhouettes in the center in facsimile form of three people, one in the foreground and two in the back. The colors maroon, white and grey are distinctive features of the mark.</p> <div style="text-align: center;">  </div>	USPTO	86751224	9/9/15
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in</p>	USPTO	86751254	9/9/15

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
	<p>grey capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a gradient maroon circle with a white cross + in the center. The colors maroon, white and grey are distinctive features of the mark.</p> 			
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording “neighbors EMERGENCY CENTER” in which “neighbors” is written in bold maroon lowercase letters and “EMERGENCY CENTER” is written in grey capitalized letters. The word “neighbors” is written above the words “EMERGENCY CENTER.” Above the words is a gradient maroon circle with a white cross “+” in the center. The colors maroon, white and grey are distinctive features of the mark.</p>	USPTO	86786252	10/13/15

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
				
Neighbors Emergency Center, LLC	<p>best neighbors ever.</p> <p>The mark consists of the stylized wording best neighbors ever. in which best neighbors ever is written in bold white lowercase letters followed by a period on a black background. The word best is written above the word neighbors. The word neighbors is written above the word ever. The dot of the i and the period are square in shape. The colors black and white are distinctive features of the mark.</p>	USPTO	86751284	9/9/15

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
				
Neighbors Emergency Center, LLC	<p>best neighbors ever.</p> <p>The mark consists of the stylized wording best neighbors ever. in which best neighbors ever is written in bold maroon lowercase letters followed by a period on a white background. The word best is written above the word neighbors. The word neighbors is written above the word ever. The dot of the i and the period are square in shape. The colors maroon and white are distinctive features of the mark.</p>	USPTO	86751303	9/9/15

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
	<p>best neighbors ever.</p>			
Neighbors Emergency Center, LLC	<p>best neighbors ever.</p> <p>The mark consists of the stylized wording best neighbors ever. in which the crimson letters are bold lower case followed by a period on a white background. The center of the letter o is a cross +. The dot of the i and the period are square in shape. The colors crimson and white are distinctive features of the mark.</p> <p>best neighbors ever.</p>	USPTO	85887525	3/27/13
Neighbors Emergency Center, LLC	<p>neighbors EMERGENCY CENTER</p> <p>The mark consists of the stylized wording neighbors EMERGENCY CENTER in</p>	Texas Secretary of State	802298892	9/16/15

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Authority</u>	<u>Application No. and/or Serial No.</u>	<u>Application Filing Date and/or Registration Date</u>
	<p>which neighbors is written in bold maroon lowercase letters and EMERGENCY CENTER is written in grey capitalized letters. The word neighbors is written above the words EMERGENCY CENTER. To the left of the words is a gradient maroon circle with a white cross + in the center. The colors maroon, white and grey are distinctive features of the mark.</p> <div data-bbox="446 919 795 997" data-label="Image"> </div>			