

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEDIATRIA HEALTHCARE LLC		10/12/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH STREET FINANCE CORP.		
Street Address:	777 WEST PUTNAM AVENUE		
Internal Address:	3RD FLOOR		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4504965		
Registration Number:	4379358	PEDIATRIA HEALTHCARE	
Registration Number:	3436923		
Registration Number:	3295457	PEDIATRIA HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	RUTAN & TUCKER, LLP		
Address Line 1:	611 ANTON BLVD., SUITE 1400		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
NAME OF SUBMITTER:	HANI Z. SAYED		
SIGNATURE:	/Hani Z. Sayed/		
DATE SIGNED:	10/14/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 12, 2016 is made by the undersigned, located at 5185 Peachtree Parkway NW, Suite 350, Norcross, Georgia 30092 (the "Grantor"; and together with any Person (as defined in the Credit Agreement referenced below) from time to time joined as a loan party to the Credit Agreement, individually, a "Loan Party" and collectively, the "Loan Parties"), in favor of FIFTH STREET FINANCE CORP., a Delaware corporation, as administrative agent (the "Administrative Agent"), in connection with that certain Amended and Restated Second Lien Credit and Guaranty Agreement dated as of February 17, 2015 among the Grantor, Administrative Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Security and Pledge Agreement dated as of February 17, 2015 among Administrative Agent, Grantor, and other parties named therein (as amended, restated, amended and restated, modified and supplemented from time to time, the "Security Agreement"), the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. Subject to the terms and conditions of the Intercreditor Agreement (as hereinafter defined), the Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement dated as of February 17, 2015, as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among CIT Finance LLC, as First Lien Administrative Agent, Fifth Street Finance Corp., as Second Lien Administrative Agent, CIT Finance LLC, as Control Agent and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

(Signature Pages Follow)

(Signature Page to Grant of Security Interest In Trademark Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

PEDIATRIA HEALTHCARE LLC, a
Delaware limited liability company

By: David D. Hagey
David D. Hagey
Chief Financial Officer, Treasurer and
Secretary

(Signature Page to Grant of Security Interest In Trademark Rights)

ADMINISTRATIVE AGENT:

FIFTH STREET FINANCE CORP., a
Delaware limited liability company

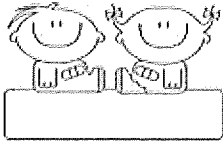
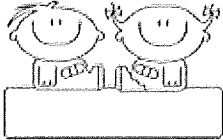
By: – Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: Ivelin M. Dimitrov
Ivelin M. Dimitrov,
Chief Investment Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks:

Grantor	Trademark	Application No.	Registration No.
Pediatric Healthcare LLC		86029892	4504965
Pediatric Healthcare LLC	PEDIATRIA HEALTHCARE	85793175	4379358
Pediatric Healthcare LLC		77054794	3436923
Pediatric Healthcare LLC	PEDIATRIA HEALTHCARE	78803326	3295457

Service Marks:

Grantor	Service Mark	Serial No.	Registration No.
Pediatric Healthcare LLC	PEDIATRIA HEALTHCARE	3,436,923	4,379,358