

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAMILIA CARE, INC., d/b/a Mi Doctor		09/13/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SPIRIT OF TEXAS BANK SSB		
Doing Business As:			
Street Address:	625 University Drive East		
City:	College Station		
State/Country:	TEXAS		
Postal Code:	77840-1803		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5032247	MD KIDS PEDIATRICS	
Registration Number:	4319276	CLINICAS MI DOCTOR MI DOCTOR	
Registration Number:	5833952	MD FAMILY CLINIC	
Registration Number:	5833951	MD MEDICAL GROUP	
Serial Number:	88427773	DR. CHECKUP	
Serial Number:	88427777	MD MEDICAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	63312-2		
NAME OF SUBMITTER:	Nancy Graham		

CH \$165.00 5032247

SIGNATURE:	/Nancy Graham/
DATE SIGNED:	09/27/2019
Total Attachments: 5 source=FC Trademark agmt#page1.tif source=FC Trademark agmt#page2.tif source=FC Trademark agmt#page3.tif source=FC Trademark agmt#page4.tif source=FC Trademark agmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 13, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of SPIRIT OF TEXAS BANK SSB, as Lender (together with its successors and permitted assigns, the "**Lender**").

WHEREAS, the Grantors are party to a Security Agreement dated as of even date herewith (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Lender pursuant to which the Grantors granted a security interest to the Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Lender, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all U.S. registrations and U.S. applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 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. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

Irrespective of the place of execution and/or delivery, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Texas.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

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

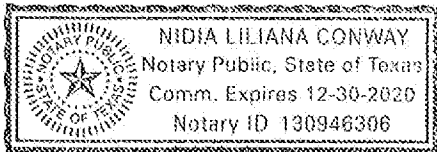
FAMILIA CARE, INC.,
a Texas corporation d/b/a Mi Doctor

By: Javier Larraga
Name: Javier Larraga
Title: President

STATE OF Texas)
))
COUNTY OF Dallas)

ss.

On this 12 day of September, 2019 before me personally appeared Javier Larraga, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Familia Care, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

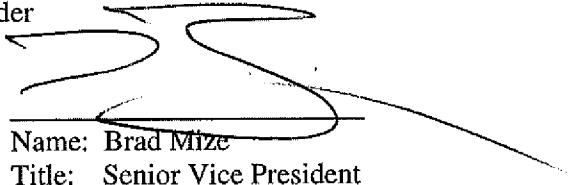


[Signature]
Notary Public

Accepted and Agreed:

SPIRIT OF TEXAS BANK SSB,
as Lender

By:



Name: Brad Mize
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MD KIDS PEDIATRICS	86086430	October 8, 2013	5032247	August 30, 2016
CLINICAS MI DOCTOR MI DOCTOR	77448074	April 14, 2008	4319276	April 16, 2013
MD FAMILY CLINIC	88277271	January 25, 2019	5833952	May 28, 2019
MD MEDICAL GROUP	88277268	January 25, 2019	5833951	May 28, 2019
DR. CHECKUP	88427773	May 13, 2019	-----	-----
MD MEDICAL GROUP	88427777	May 13, 2019	-----	-----