

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Familia Care, Inc.		09/03/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Truist Bank, successor by merger to SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road		
Internal Address:	Attn: Anton Brykalin, Portfolio Manager- Pediatric Associates		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4319276	CLINICAS MI DOCTOR MI DOCTOR	
Registration Number:	5919924	DR. CHECKUP	
Registration Number:	5833952	MD FAMILY CLINIC	
Registration Number:	5032247	MD KIDS PEDIATRICS	
Registration Number:	5833951	MD MEDICAL GROUP	
Serial Number:	88787753	MDMG: HEALTHCARE SOLUTIONS	
Serial Number:	88822116	MD KIDS CONNECT	
Serial Number:	88844746		
Serial Number:	88844747	MD KIDS CONNECT	
Registration Number:	6011759	MD MEDICAL GROUP	
Serial Number:	88894925	CARING FOR HEALTHY FUTURES	
Serial Number:	88921028	YOUR MEDICAL HOME	
Serial Number:	88921383	TU HOGAR MEDICO	
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:	216-586-7129		

CH \$340.00 4319276

Email: clkiedrowski@jonesday.com
Correspondent Name: Carrie L. Kiedrowski, Jones Day
Address Line 1: 901 Lakeside Avenue
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Carrie L. Kiedrowski

SIGNATURE: /Carrie L. Kiedrowski/

DATE SIGNED: 09/04/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2020, made by Familia Care, Inc., a Texas corporation (the "Grantor"), in favor of TRUIST BANK, successor by merger to SunTrust Bank, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of March 29, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of June 17, 2019, that certain Incremental Facility Amendment, dated as of July 20, 2020 and as further amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender (as defined in the Credit Agreement) from time to time party thereto, Truist Bank, successor by merger to SunTrust Bank, as Administrative Agent, Collateral Agent and an L/C Issuer, and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of March 29, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the 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.

FAMILIA CARE, INC.,
as Grantor

By:  _____

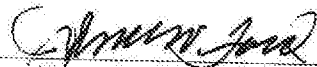
Name: Scott Farr

Title: Chief Operating Officer

Accepted and Agreed:

TRUIST BANK,
as Collateral Agent

By:



Name: James W. Ford

Title: Managing Director

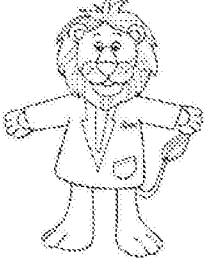
[Truist/Pediatric Associates – Trademark Security Agreement]

TRADEMARK
REEL: 007045 FRAME: 0471

Schedule I

Mark	Jurisdiction	Appl. or Reg. # / Filing or Reg. Date	Status	Owner
CLINICAS MI DOCTOR MI DOCTOR and Design 	U.S. Federal	4319276 16-Apr-2013	Registered	Familia Care Inc.
DR. CHECKUP	U.S. Federal	5919924 26-Nov-2019	Registered	Familia Care Inc.
MD FAMILY CLINIC and Design 	U.S. Federal	5833952 13-Aug-2019	Registered	Familia Care Inc.
MD KIDS PEDIATRICS and Design 	U.S. Federal	5032247 30-Aug-2016	Registered	Familia Care Inc.
MD MEDICAL GROUP and Design 	U.S. Federal	5833951 13-Aug-2019	Registered	Familia Care Inc.
MDMG: HEALTHCARE SOLUTIONS	U.S. Federal	88/787753 06-Feb-2020	Pending	Familia Care Inc.
	U.S. Federal	88/822116 05-Mar-2020	Pending	Familia Care Inc.
	U.S. Federal	88/844746 23-Mar-2020	Pending	Familia Care Inc.
MD KIDS CONNECT	U.S. Federal	88/844747 23-Mar-2020	Pending	Familia Care Inc.

Schedule I

Mark	Jurisdiction	Appl. or Reg. # / Filing or Reg. Date	Status	Owner
MD MEDICAL GROUP and Design 	U.S. Federal	6011759 17-Mar-2020	Registered	Familia Care Inc.
CARING FOR HEALTHY FUTURES	U.S. Federal	88/894925 30-Apr- 2020	Pending	Familia Care Inc.
YOUR MEDICAL HOME	U.S. Federal	88/921028 18-May-2020	Pending	Familia Care Inc.
TU HOGAR MEDICO	U.S. Federal	88/921383 18-May-2020	Pending	Familia Care Inc.