

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626626

<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>
TAUC Management, LLC		02/12/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Administrative Agent		
<b>Street Address:</b>	191 North Wacker Drive		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4761863	TAUC	
<b>Serial Number:</b>	90277763	TOTAL ACCESS URGENT CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4045723401		
<b>Email:</b>	ssheesley@kslaw.com		
<b>Correspondent Name:</b>	Steven Sheesley		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	30154.515003		
<b>NAME OF SUBMITTER:</b>	Steven Sheesley		
<b>SIGNATURE:</b>	//Steven Sheesley//		
<b>DATE SIGNED:</b>	02/17/2021		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of February 12, 2021 (this “Security Agreement”), is made by TAUC MANAGEMENT, LLC, a Delaware limited liability company (the “Grantor”), in favor of NXT CAPITAL, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

**WHEREAS**, TAUC Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the Grantor, the other Loan Parties from time to time party thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Credit Agreement, dated as of February 12, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, Holdings, the Grantor and certain of its Subsidiaries have entered into the Guarantee and Collateral Agreement, dated as of February 12, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guarantee and Collateral Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

**Section 2**      **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of such Grantor’s right, title and interest in the following Collateral, provided that no security interest shall be granted in any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal Law (the “Trademark Collateral”):

(i)      all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Trademark (the “Trademark Licenses”), including, in each case, without limitation, those referred to on Schedule I hereto;

(ii)      all renewals and extensions of the foregoing;

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

(iv)      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.

**Section 3**      **Guarantee and Collateral Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guarantee and Collateral Agreement (or any portion hereof or thereof), the terms of the Guarantee and Collateral Agreement shall prevail.


**Section 4**      **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**      **Counterparts.** This 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.

**Section 6**      **Governing Law.** This 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.

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.

**TAUC MANAGEMENT, LLC,**

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

Name: Matthew Bruckel  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007194 FRAME: 0411**

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.

**TAUC MANAGEMENT, LLC,**

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

Name: Matthew Bruckel  
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**NXT CAPITAL, LLC, as Administrative Agent**

By: Griffin LeFrancois

Name: Griffin LeFrancois  
Title: Vice President

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
TAUC MANAGEMENT, LLC	US	TAUC	86347261	7/24/2014	4761863	6/23/2015	Registered

**II. TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
TAUC MANAGEMENT, LLC	US	TOTAL ACCESS URGENT CARE	90277763	10/26/2020	N/A	N/A	Pending

**III. TRADEMARK LICENSES**

None.