

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FY ASSETS LLC		12/31/2021	Limited Liability Company: DELAWARE
MEDICAL MANAGEMENT LLC		12/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fortress Credit Corp., as administrative agent
Street Address:	1345 Avenue of the Americas
Internal Address:	46TH Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5975063	YOUR LEGS ARE IN GOOD HANDS
Registration Number:	6045107	YOUR LEGS ARE IN TRUSTED HANDS
Registration Number:	5998151	WALKING WELL MEANS LIVING WELL
Registration Number:	5826058	USA FIBROID CENTERS
Registration Number:	6045108	USA VASCULAR CENTERS V
Registration Number:	3947052	V USA VEIN CLINICS

CORRESPONDENCE DATA

Fax Number: 6508023100

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.

Phone: 6508023000

Email: juan.arias@weil.com

Correspondent Name: Ajinkya Joshi

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

CH \$165.00 5975063

ATTORNEY DOCKET NUMBER:	Ajinkya Joshi-45968.0111
NAME OF SUBMITTER:	Ajinkya Joshi
SIGNATURE:	/Ajinkya Joshi/
DATE SIGNED:	12/31/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2021, is made by the entities listed on the signature pages hereof (the “Grantors”, each a “Grantor”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 31, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Healthcare Development Services LLC, a Puerto Rico limited liability company (“HDS”), each affiliate of HDS listed as a “Borrower” on the signature pages thereto (together with HDS and each other Person that executes a joinder agreement and becomes a “Borrower” thereunder, each a “Borrower” and collectively, the “Borrowers”), each affiliate of HDS listed as a “Guarantor” on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a “Guarantor” thereunder, each a “Guarantor” and collectively, the “Guarantors”), the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of December 31, 2021, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Secured Obligations; and

WHEREAS, the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each case, excluding any Excluded Property (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the U.S. registered Trademarks and U.S. applications for registration thereof referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark 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 Trademark 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.

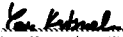
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

FY ASSETS LLC,
as Grantor

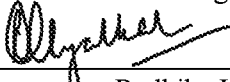
By: 
Yan Katsnelson (Dec 28, 2021 10:36 EST)
Name: Dr. Yan Katsnelson
Title: Manager

MEDICAL MANAGEMENT LLC,
as Grantor

By: 
Yan Katsnelson (Dec 28, 2021 10:36 EST)
Name: Dr. Yan Katsnelson
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.,
as Administrative Agent

By: 
Name: Radhika Hulyalkar
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]