

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM707340

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900668523

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FAMILIA CARE, INC.		12/29/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6199941	CARING FOR HEALTHY FUTURES
Registration Number:	6317095	
Registration Number:	6317096	MD KIDS CONNECT
Registration Number:	6591155	MD KIDS CONNECT
Registration Number:	5919924	DR. CHECKUP
Registration Number:	6011759	MD MEDICAL GROUP
Registration Number:	5833951	MD MEDICAL GROUP
Registration Number:	5833952	MD FAMILY CLINIC
Registration Number:	5032247	MD KIDS PEDIATRICS
Registration Number:	4319276	CLINICAS MI DOCTOR MI DOCTOR
Serial Number:	88787753	MDMG: HEALTHCARE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: AUSTIN GROSSFELD

Address Line 1: 599 Lexington Avenue

TRADEMARK

Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40197-25
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NAME OF SUBMITTER:	AUSTIN GROSSFELD
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SIGNATURE:	/AUSTIN GROSSFELD/
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DATE SIGNED:	02/09/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2021, made by FAMILIA CARE, INC., a Texas corporation (the “Grantor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PEDIATRIC ASSOCIATES HOLDING COMPANY, LLC, a Delaware limited liability company (the “Borrower”), PEDIATRIC ASSOCIATES INTERMEDIATE II, LLC, a Delaware limited liability company (“Holdings”), each Lender from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the benefit of the Secured Parties (together with its successors and permitted assigns, the “Collateral Agent”), and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, 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 and/or maintain 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 included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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 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 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 its 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 10.12 of the Credit Agreement is incorporated herein as if set forth herein. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, restated, amended and restated, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

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

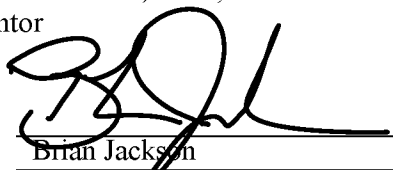
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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 Trademark Collateral under this Trademark Security Agreement.

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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.

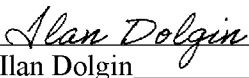
FAMILIA CARE, INC.,
as Grantor

By: 
Name: Brian Jackson
Title: Chief Executive Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Vipul Dhadha
Title: Authorized Signatory








By: 
Name: Ilan Dolgin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007556 FRAME: 0652

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Familia Care Inc.	6199941	CARING FOR HEALTHY FUTURES	November 17, 2020	Registered
Familia Care Inc.	6317095	 HEART and design	April 6, 2021	Registered
Familia Care Inc.	6317096	MD KIDS CONNECT	April 6, 2021	Registered
Familia Care Inc.	6591155	 MD KIDS CONNECT and design	December 14, 2021	Registered
Familia Care Inc.	Serial number 88787753	MDMG: HEALTHCARE SOLUTIONS	February 6, 2020	Pending
Familia Care Inc.	5919924	DR. CHECKUP	November 26, 2019	Registered
Familia Care Inc.	6011759	 MD MEDICAL GROUP and design	March 17, 2020	Registered
Familia Care Inc.	5833951	 MD MEDICAL GROUP and design	August 13, 2019	Registered
Familia Care Inc.	5833952	 MD FAMILY CLINIC and design	August 13, 2019	Registered
Familia Care Inc.	5032247	 MD KIDS PEDIATRICS and design	August 30, 2016	Registered
Familia Care Inc.	4319276	 CLINICAS MI DOCTOR MI DOCTOR and design	April 16, 2013	Registered