

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI61388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERITAGE HEALTH SOLUTIONS, INC.		02/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	2 Bethesda Metro Center		
Internal Address:	7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	98002483	OFFSITE MEDICAL	
Serial Number:	98002491	OMN	
Serial Number:	98002494	OUTSIDE MEDICAL NETWORK	
Serial Number:	98002489	OUTSIDE-THE-WALLS	
Serial Number:	90792435	HERITAGE HEALTH SOLUTIONS HHHH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4048804744		
Email:	bglover@phrd.com		
Correspondent Name:	Mr. Brandon A Glover		
Address Line 1:	303 Peachtree Street NE		
Address Line 2:	Suite 3600		
Address Line 4:	ATLANTA, GEORGIA 30308		
NAME OF SUBMITTER:	Parker Hudson		
SIGNATURE:	Parker Hudson		
DATE SIGNED:	02/29/2024		

CH \$140.00.00 98002483

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2024, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Capital One, National Association (“**Capital One**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of September 29, 2022 (as amended, restated or supplemented from time to time, the “**Credit Agreement**”), by and among each “**Borrower**” that is a party thereto, **HERITAGE HEALTH SOLUTIONS, INC.**, a Texas corporation, as Borrower Representative, each other “**Credit Party**” that is a party thereto, the Lenders, and other Secured Parties that are party thereto, and Agent, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Amended and Restated Guaranty and Security Agreement dated as of September 29, 2022 in favor of Agent (as amended, restated or supplemented from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce Agent and the other Secured Parties to enter into the Credit Agreement and to the Secured Parties to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with 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 and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (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, those 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor 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 or desirable 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.

HERITAGE HEALTH SOLUTIONS, INC., as
Grantor

By 
Name Michael Prentiss
Title Chairman of the Board and President

ACCEPTED AND AGREED
as of the date first above written:

**CAPITAL ONE, NATIONAL
ASSOCIATION**, as Agent

By _____
Name _____
Title: Its Duly Authorized Signatory


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.

HERITAGE HEALTH SOLUTIONS, INC., as Grantor

By _____
Name _____
Title _____

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By  _____
Name Julianne Low
Title: Its Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Application No. Application Date</u>	<u>Registration No. Registration Date</u>	<u>Owner</u>
 HERITAGE HEALTH SOLUTIONS	United States of America	Registered	90/792435 Jun-24-2021	6806908 Aug-02-2022	Heritage Health Solutions, Inc.
OFFSITE MEDICAL	United States of America	Pending	98/002483	TBD	Heritage Health Solutions, Inc.
OUTSIDE MEDICAL NETWORK	United States of America	Pending	98/002494	TBD	Heritage Health Solutions, Inc.
OMN	United States of America	Pending	98/002491	TBD	Heritage Health Solutions, Inc.
OUTSIDE-THE-WALLS	United States of America	Pending	98/002489	TBD	Heritage Health Solutions, Inc.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.