

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1208467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Guardian, LLC		04/29/2024	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87682085	MEDICAL GUARDIAN	
Serial Number:	97581170	MEDICAL GUARDIAN	
Serial Number:	97581176		
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:	(312)993-2617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058728-0140 (AN)		
NAME OF SUBMITTER:	Atoosa Nowrouzi		
SIGNATURE:	Atoosa Nowrouzi		
DATE SIGNED:	05/02/2024		
Total Attachments: 5	source=Medical Guardian - Trademark Security Agreement [Executed](150441380.1)#page1.tif		

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 29, 2024 (this “**Trademark Security Agreement**”), by and among Medical Guardian, LLC, a Pennsylvania limited liability company (the “**Grantor**”) and MidCap Financial Trust, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Lenders (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of October 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Medical Guardian, LLC, a Pennsylvania limited liability company (the “**Borrower**”), Medical Guardian Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the other Loan Parties thereto, the financial institutions that are or may from time to time become parties thereto (the “**Lenders**”), and the Administrative Agent.

Reference is also made to that certain Guaranty and Collateral Agreement, dated as of October 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Lenders, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto, but excluding any intent-to-use based Trademark applications until a Statement of Use or Amendment to Allege Use is filed with the U.S. Patent and Trademark Office); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Trademark Security Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

MEDICAL GUARDIAN, LLC

By: Geoffrey Gross
Name: Geoffrey Gross
Title: President and Chief Executive Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008419 FRAME: 0103

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	APPLICATION NUMBER/APPLICATION DATE	REGISTRATION NUMBER/REGISTRATION DATE	TRADEMARK
Medical Guardian, LLC	87682085/ 11/13/2017	5854221/ 09/10/2019	MEDICAL GUARDIAN (and Design) 
Medical Guardian, LLC	97581170/ 09/07/2022	7263955/ 01/02/2024	MEDICAL GUARDIAN
Medical Guardian, LLC	97581176/ 09/07/2022	7263956/ 01/02/2024	Design only 