

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polaris Health, LLC		05/02/2024	Limited Liability Company: DELAWARE
Assembly RCM, LLC		05/02/2024	Limited Liability Company: DELAWARE
Clinicanywhere, LLC		05/02/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Resolute Capital Partners Fund V-A, L.P.		
Street Address:	20 Burton Hills Blvd., Suite 430		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3046200	POLARIS GROUP	
Registration Number:	3095190	STRATEGIC SOLUTIONS FOR HEALTH CARE	
Registration Number:	3089661	WE TURN PROBLEMS INTO LONG-TERM SOLUTIONS	
Registration Number:	3028734	POLARIS PULSE	
Serial Number:	97458317	ASSEMBLY HEALTH	
Serial Number:	97479063	AAAAAAA	
Serial Number:	88953965	ASSEMBLY	
Serial Number:	88928458	ASSEMBLY	
Registration Number:	3704465	APOLLO RM	
Registration Number:	4453195	CLINICANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	8655647652		

OP \$265.00.00 78597842

Email: mward@bradley.com
Correspondent Name: Mary Carter Ward
Address Line 1: 2095 Lakeside Centre Way
Address Line 2: Suite 110
Address Line 4: Knoxville, TENNESSEE 37922

NAME OF SUBMITTER: Mary Ward

SIGNATURE: Mary Ward

DATE SIGNED: 05/03/2024

Total Attachments: 6

source=28. Trademark Security Agreement (RCP - Assembly - 2024 Mezz Loan), 4870-8291-7307, 2#page1.tif

source=28. Trademark Security Agreement (RCP - Assembly - 2024 Mezz Loan), 4870-8291-7307, 2#page2.tif

source=28. Trademark Security Agreement (RCP - Assembly - 2024 Mezz Loan), 4870-8291-7307, 2#page3.tif

source=28. Trademark Security Agreement (RCP - Assembly - 2024 Mezz Loan), 4870-8291-7307, 2#page4.tif

source=28. Trademark Security Agreement (RCP - Assembly - 2024 Mezz Loan), 4870-8291-7307, 2#page5.tif

source=28. Trademark Security Agreement (RCP - Assembly - 2024 Mezz Loan), 4870-8291-7307, 2#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this 2nd day of May, 2024, by POLARIS HEALTH, LLC, a Delaware limited liability company, CLINICANYWHERE, LLC, a Delaware limited liability company, and ASSEMBLY RCM, LLC, a Delaware limited liability company (individually each referred to herein as a “Grantor” and collectively referred to herein as “Grantors”) in favor of RESOLUTE CAPITAL PARTNERS FUND V-A, L.P., in its capacity as Collateral Agent (as defined in the Loan Agreement (defined below)) (“Collateral Agent”):

W I T N E S E T H:

WHEREAS, Grantors, certain affiliates of Grantors, Collateral Agent, and the Lenders party thereto, are entering into a certain Mezzanine Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, to induce Lenders to extend credit to Grantors, Grantors are entering into the Loan Agreement pursuant to which Grantors grant to Collateral Agent a security interest in substantially all of the assets of Grantors and certain affiliates of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the “Trademarks”), together with the goodwill of the business symbolized by Grantors’ Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Loan Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Collateral Agent a continuing security interest in Grantors’ entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything in this Agreement, no security interest is granted in United States intent-to-use trademark applications until such time as the Grantor files and has accepted a statement of use or amendment to allege use with respect to such trademark applications with the United States Patent and Trademark Office.

3. Termination. This Agreement shall remain in full force and effect until all of the Obligations shall have been paid in full or until otherwise terminated in accordance with the provisions of the Loan Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

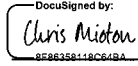
5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TENNESSEE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

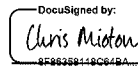
IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

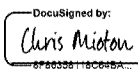
PREFERRED PODIATRY MANAGEMENT, LLC, an Illinois limited liability company

By: 
Name: Chris Mioton
Title: Chairman and President

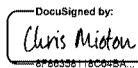
POLARIS HEALTH, LLC, a Delaware limited liability company

By: 
Name: Chris Mioton
Title: Chairman and President

CLINICANYWHERE, LLC, a Delaware limited liability company

By: 
Name: Chris Mioton
Title: Chairman and President

ASSEMBLY RCM, LLC, a Delaware limited liability company

By: 
Name: Chris Mioton
Title: Chairman and President

Agreed and Accepted as of the Date First Written Above

COLLATERAL AGENT:

RESOLUTE CAPITAL PARTNERS FUND V-A, L.P.

By: RESOLUTE CAPITAL SBIC PARTNERS V, LLC,
General Partner

By: William J. Mutter
Manager

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 008420 FRAME: 0246

SCHEDULE A

TRADEMARKS – ASSEMBLY RCM, LLC

Owner	Trademark Title	Reg No. / App. No.	Jurisdiction	Date of Registration/ Application
ASSEMBLY RCM, LLC	ASSEMBLY HEALTH	97458317	USA	10/31/2023
ASSEMBLY RCM, LLC	AAAAAAAAA	97479063	USA	7/18/2023
ASSEMBLY RCM, LLC	ASSEMBLY	88953965	USA	6/8/2020
ASSEMBLY RCM, LLC	ASSEMBLY	88928458	USA	1/18/2022

TRADEMARKS – POLARIS HEALTH, LLC

Owner	Trademark Title	Reg No. / App. No.	Jurisdiction	Date of Registration/ Application
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	POLARIS GROUP	3,046,200	USA	1/17/2006
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	STRATEGIC SOLUTIONS FOR HEALTHCARE	3,095,190	USA	5/23/2006
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	WE TURN PROBLEMS INTO LONG-TERM SOLUTIONS	3,089,661	USA	5/9/2006
Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	POLARIS PULSE	3,028,734	USA	12/13/2005

Polaris Health, LLC (purchased from Cannon & Cannon Associates, LLC)	APOLLO RM	3,704,465	USA	11/3/2009
--	-----------	-----------	-----	-----------

TRADEMARKS – CLINICANYWHERE, LLC

Owner	Trademark Title	Reg No. / App. No.	Jurisdiction	Date of Registration/ Application
ClinicAnywhere, LLC	CLINICANYWHERE	4453195	USA	12/24/2013