

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URGENT CARE MSO, LLC		11/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	115 S. LaSalle Street		
Internal Address:	18th Floor West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	FINANCIAL INSTITUTION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3205430	MEDEXPRESS CORPORATECARE	
Serial Number:	78647080	MEDEXPRESS	
Registration Number:	3195312	GREAT CARE FAST	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7608		
Email:	sjones2@mayerbrown.com		
Correspondent Name:	Sokya Jones		
Address Line 1:	1332 w. 77th Street		
Address Line 4:	Chicago, ILLINOIS 60620		
ATTORNEY DOCKET NUMBER:	08137427 ROSENBERG		
NAME OF SUBMITTER:	Jason L. White		

OP \$90.00 3205430

Signature:	/Jason L. White/
Date:	11/26/2008
Total Attachments: 4 source=security interestagreement#page1.tif source=security interestagreement#page2.tif source=security interestagreement#page3.tif source=security interestagreement#page4.tif	

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of November 25, 2008, is executed by URGENT CARE MSO, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF MONTREAL as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of November 25, 2008, among the Grantor, the Borrowers, certain subsidiaries of the Grantor party thereto, the Lenders and Administrative Agent, (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein and the Grantor has guaranteed the obligations of the Borrowers under the Credit Agreement.

B. The Grantor is the owner of the federal trademarks or service marks more particularly set forth opposite its name and described on Schedule 1 annexed hereto and made part hereof.

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of November 25, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of such Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Liabilities, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Liabilities, as defined in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby 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.


The Administrative Agent's address is:

115 S. LaSalle Street
18th Floor West
Chicago, IL 60603
Attention: Andrew Pluta
Telephone: (312) 461-7949
Facsimile: (312) 293-4355

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR:

URGENT CARE MSO, LLC

By: 
Name: Frank W. Alderman, M.P.
Title: President

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Issuing Authority</u>	<u>Owner</u>	<u>Registration No.</u>
MedExpress CorporateCare	United States Patent and Trademark Office	Urgent Care Holdings, Inc.	3205430
MedExpress	United States Patent and Trademark Office	Urgent Care Holdings, Inc.	78/647080
Great Care. Fast.	United States Patent and Trademark Office	Urgent Care Holdings, Inc.	3195312