

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anaheim Urgent Care Management, LLC		11/29/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5537514	URGENTMED	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	58708.515020		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	11/29/2021		
Total Attachments: 10			
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page1.tif			
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page2.tif			

OP \$40.00 5537514

source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page3.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page4.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page5.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page6.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page7.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page8.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page9.tif
source=JPM_Urgentmed - Trademark Security Agreement [Executed]#page10.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 29, 2021 (this “**Trademark Security Agreement**”), by and between Anaheim Urgent Care Management, LLC, a California limited liability company (the “**Grantor**”) and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of November 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Urgentmed ParentCo, LLC, a Delaware corporation (“**Holdings**”), Urgentmed AcquisitionCo, LLC, a Delaware limited liability company (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Pledge and Security Agreement, dated as of the date hereof (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 for the Secured Parties.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Section 4.01 and Section 5.14 of the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent for the benefit of the Secured Parties, 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); 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, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements. This Trademark Security Agreement shall not be deemed to grant a security interest in any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” and acceptance by the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable law, whether or not such trademark applications are set forth on Schedule I hereto.

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 in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

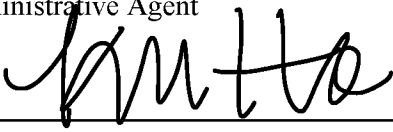
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ANAHEIM URGENT CARE MANAGEMENT, LLC,
as Grantor

By: _____

Name: Jay Takelman
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____

Name: Kristina Harbison

Title: Vice President

SCHEDULE I

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
urgentmed	87614939	September 19, 2017	5537514	August 7, 2018	Anaheim Urgent Care Management, LLC

TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
PRIMARYMED	90493066	January 27, 2021	N/A	N/A	Anaheim Urgent Care Management, LLC

ANNEX A TO TRADEMARK SECURITY AGREEMENT

FORM OF TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of [•], 20[•] (this “**Trademark Security Agreement Supplement**”), by and [between][among] [•], a [•] ([each, a][the] “**Grantor**”) and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of November [___], 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Urgentmed ParentCo, LLC, a Delaware limited liability company (“**Holdings**”), Urgentmed AcquisitionCo, LLC, a Delaware limited liability company (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Pledge and Security Agreement dated as of November [___], 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 for the Secured Parties.

Reference is also made to that certain Trademark Security Agreement, dated as of [□], 20[□] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”) by and [between][among] the Grantor[s] party thereto and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Under the terms of the Security Agreement, [each][the] Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of [such][the] Grantor and regardless of where located (collectively, the “**Additional 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); 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, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements. This Trademark Security Agreement shall not be deemed to grant a security interest in any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" and acceptance by the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable law, whether or not such trademark applications are set forth on Schedule I hereto.

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. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

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

[•]

By: _____

Name: [•]

Title: [•]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK

[Signature Page to Trademark Security Agreement Supplement]