

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733102

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ConcentraMark, Inc.		06/07/2022	Corporation: DELAWARE
U.S. HealthWorks, Inc.		06/07/2022	Corporation: DELAWARE
USHW of Texas, Inc.		06/07/2022	Corporation: TEXAS
Concentra Health Services, Inc.		06/07/2022	Corporation: NEVADA
Concentra Integrated Services, Inc.		06/07/2022	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	4 Chase Metrotech Center
Internal Address:	Mail Code NY1-C413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4375616	
Registration Number:	1825604	ADAPT
Registration Number:	2657008	ATN
Registration Number:	2091581	CONCENTRA
Registration Number:	3573803	CONCENTRA
Registration Number:	5325760	CONCENTRA TELEMED
Registration Number:	3863387	CONCENTRA URGENT CARE
Registration Number:	3863386	CONCENTRA URGENT CARE
Registration Number:	4452384	MEDICAL REVIEW STREAM
Registration Number:	2408856	OCCUSOURCE
Registration Number:	3265073	UTC URGENT TREATMENT CLINICS
Registration Number:	3336550	THE RIGHT CARE, RIGHT AWAY
Registration Number:	3457976	U.S. HEALTHWORKS

TRADEMARK

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900699293

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Property Type	Number	Word Mark
Registration Number:	5897822	FRESH
Registration Number:	5897823	FRESH

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/08/2022

Total Attachments: 7

- source=05. Select - Trademark Security Agreement to Supplement No. 10 (Execution)#page1.tif
- source=05. Select - Trademark Security Agreement to Supplement No. 10 (Execution)#page2.tif
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TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2022, by and among ConcentraMark, Inc., a Delaware corporation, U.S. HealthWorks, Inc., a Delaware corporation, USHW of Texas, Inc., a Texas corporation, Concentra Health Services, Inc., a Nevada corporation, Concentra Integrated Services, Inc., a Massachusetts corporation (each a “Grantor” and collectively the “Grantors”) and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of March 6, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the Lenders and the Issuing Banks from time to time party thereto, and the Collateral Agent. The Lenders and each Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 6, 2017 (as amended, supplemented or otherwise modified from time to time (the “Credit Agreement”). Each Grantor will derive substantial benefits from the extension of credit pursuant to Supplement No. 10 of the Collateral Agreement dated as of June 6, 2022 and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (d) all proceeds, income, royalties and other payments now or hereafter due and payable to each Grantor with respect to the Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more

fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, 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. As used herein, "**Electronic Signatures**" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.


[signature page follows]

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

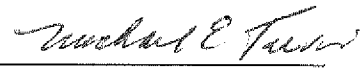
CONCENTRAMARK, INC., as a Grantor

By: 
Name: Michael E. Tarvin
Title: Vice President and Assistant Secretary

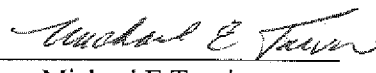
U.S. HEALTHWORKS, INC., as a Grantor

By: 
Name: Michael E Tarvin
Title: Executive Vice President and Secretary

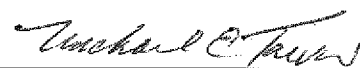
USHW OF TEXAS, INC., as a Grantor

By: 
Name: Michael E Tarvin
Title: Executive Vice President and Secretary

CONCENTRA HEALTH SERVICES, INC., as a Grantor

By: 
Name: Michael E Tarvin
Title: Executive Vice President and Secretary

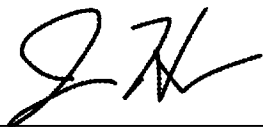
CONCENTRA INTEGRATED SERVICES, INC., as a Grantor

By: 
Name: Michael E Tarvin
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement – Select Supplement Number 10]

TRADEMARK
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JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: Joon Hur
Title: Executive Director


[Signature Page to Trademark Security Agreement – Select Supplement Number 10]

TRADEMARK
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Schedule I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS OWNED BY GRANTORS

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Current Owner of Record</u>
 [Concentra Orange Cross]	85794149/ 4375616	12/04/2012 07/30/2013	CONCENTRAMARK, INC.
ADAPT	74350672/ 1825604	01/19/1993 03/08/1994	CONCENTRAMARK, INC.
ATN	76105926/ 2657008	08/08/2000 12/03/2002	CONCENTRAMARK, INC.
CONCENTRA	74511984/ 2091581	04/13/1994 08/26/1997	CONCENTRAMARK, INC.
 [Stylized]	77417722/ 3573803	03/10/2008 02/10/2009	CONCENTRAMARK, INC.
CONCENTRA TELEMED	87320146/ 5325760	01/31/2017 10/31/2017	CONCENTRAMARK, INC.
 [stylized]	77949798/ 3863387	03/03/2010 10/19/2010	CONCENTRAMARK, INC.
 [stylized w/box design]	77949794/ 3863386	03/03/2010 10/19/2010	CONCENTRAMARK, INC.
MEDICAL REVIEW STREAM	85750418/ 4452384	10/12/2012 12/17/2013	CONCENTRAMARK, INC.
OCCUSOURCE	75903579/ 2408856	01/26/2000 11/28/2000	CONCENTRAMARK, INC.
 UTC Urgent Treatment Clinics	78971511/ 3265073	09/11/2006 07/17/2007	CONCENTRAMARK, INC.
THE RIGHT CARE, RIGHT AWAY	78727979/ 3,336,550	10/6/2005 11/13/07	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding Company, Inc.)
U.S. HEALTHWORKS	78492921/ 3,457,976	10/1/2004 7/1/08	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding Company, Inc.)
PRIMARY CARE ASSOCIATES	89123 (Alaska)	2/27/09	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Current Owner of Record</u>
			Company, Inc.)
ProMed	4983017 (Texas)	11/11/89	USHW of Texas Inc.
FRESH	87739080 5897822	12/30/2017 10/29/2019	CONCENTRAMARK, INC.
	87739086 5897823	12/30/2017 10/29/2019	CONCENTRAMARK, INC.
CONCENTRA MEDICAL CENTERS	9159832 (Arizona)	6/9/2020	Concentra Health Services, Inc.
CONCENTRA	4242461 (Hawaii)	6/15/2020	Concentra Health Services, Inc.
CONCENTRA	9160537 (Arizona)	6/12/2020	Concentra Health Services, Inc.
CONCENTRA MEDICAL EXAMINATIONS	9160595 (Arizona)	6/12/2020	Concentra Integrated Services, Inc.
CONCENTRA URGENT CARE	9160588 (Arizona)	6/12/2020	Concentra Health Services, Inc.
CONCENTRA	111-622 (Alabama)	9/28/2019	Concentra Health Services, Inc.
CONCENTRA URGENT CARE	111-623 (Alabama)	9/28/2019	Concentra Health Services, Inc.
CONCENTRA MEDICAL CENTERS	111-624 (Alabama)	9/28/2019	Concentra Health Services, Inc.
CONCENTRA MEDICAL CENTERS	10054859 (Nebraska)	1/30/2004	Concentra Health Services, Inc.
CONCENTRA URGENT CARE	10108377 (Nebraska)	02/29/2008	American Current Care of Nebraska, P.C.
CONCENTRA	20095000490 (Wisconsin)	9/16/2009	Concentra Health Services, Inc.
CONCENTRA URGENTCARE	20095000427 (Wisconsin)	9/2/2009	Concentra Health Services, Inc.
CONCENTRA	60-7903 (Louisiana)	8/24/2009	Concentra Health Services, Inc.