

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833458

| | | | |
|---|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ExER Holding Company, LLC | | 07/11/2023 | Limited Liability Company: DELAWARE |
| UrgentMED Management, LLC | | 07/11/2023 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 383 Madison Ave., Floor 22 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Banking Association: NEW YORK | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5221173 | + URGENT CARE3D | |
| Registration Number: | 6774969 | X | |
| Registration Number: | 6927965 | EXER URGENT CARE | |
| Registration Number: | 6760295 | EXER | |
| Registration Number: | 6869748 | EE EXER URGENT CARE | |
| Registration Number: | 7007317 | WE'VE GOT YOU | |
| Registration Number: | 7007311 | WELCOME TO BETTER | |
| Registration Number: | 7007312 | LET'S GET YOU BETTER | |
| Registration Number: | 4555559 | EXER MORE THAN URGENT CARE | |
| 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: | 17044933657 | | |
| Email: | mmcgill@kslaw.com | | |
| Correspondent Name: | Maggie McGill | | |
| Address Line 1: | 300 S. Tryon, Ste 2700 | | |

OP \$240.00 5221173

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Maggie McGill

SIGNATURE: /Maggie McGill/

DATE SIGNED: 08/21/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of July 11, 2023 (this “**Trademark Security Agreement Supplement**”), by and among ExER Holding Company, LLC, a Delaware limited liability company, UrgentMED Management, LLC, a California limited liability company (each, a “**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 Exer UC Sub-G, LLC, a Delaware limited liability company (“**Holdings**”), Exer UC Management, 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 29, 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 November 29, 2021 (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 the Grantor 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 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 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 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 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.

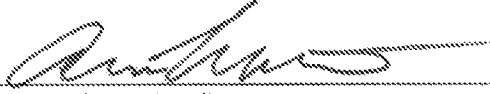
SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

EXER HOLDING COMPANY, LLC,

By: 
Name: Andrew Napolitano
Title: Chief Financial Officer

URGENTMED MANAGEMENT, LLC,

By: _____
Name: Jay Takefman
Title: President

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

EXER HOLDING COMPANY, LLC,

By: _____
Name: Andrew Napolitano
Title: Chief Financial Officer

URGENTMED MANAGEMENT, LLC,

By: _____
Name: Jay Takefman
Title: President

DocuSigned by:
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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Kristina Veitch
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | REGISTRATION DATE | TRADEMARK |
|---------------------------|----------------------------|--------------------------|---------------------------------------|
| UrgentMED Management, LLC | 5221173 | June 13, 2017 | +Urgent Care3D |
| ExER Holding Company, LLC | 6774969 | June 28, 2022 | X (logo) |
| ExER Holding Company, LLC | 6927965 | December 20, 2022 | EXER URGENT CARE |
| ExER Holding Company, LLC | 6760295 | June 14, 2022 | EXER |
| ExER Holding Company, LLC | 6869748 | October 11, 2022 | E+E Exer URGENT CARE (logo) |
| ExER Holding Company, LLC | 7007317 | March 21, 2023 | We've Got You |
| ExER Holding Company, LLC | 7007311 | March 21, 2023 | Welcome to Better |
| ExER Holding Company, LLC | 7007312 | March 21, 2023 | Let's Get You Better |
| ExER Holding Company, LLC | 4555559 | June 24, 2014 | E+E Exer MORE THAN URGENT CARE (logo) |

TRADEMARK APPLICATIONS

None.