

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennium Healthcare, LLC		03/19/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5485633	ACCOUNTABLE CARE NETWORK OF INDEPENDENT	
Registration Number:	5604540	GULFCOAST ACCOUNTABLE CARE NETWORK	
Registration Number:	5593510	MILLENNIUM PHYSICIAN GROUP	
Registration Number:	5573414	YOUR CONNECTION TO A HEALTHIER LIFE	
Registration Number:	5593514	MILLENNIUM	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@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:	03/19/2021		
Total Attachments: 6			

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 19, 2021, made by MILLENNIUM HEALTHCARE, LLC (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Parent Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Parent Borrower and any other Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower and the Guarantors (as defined therein) have executed and delivered a Guarantee and Collateral Agreement, dated as of March 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all

Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor; provided, however, that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

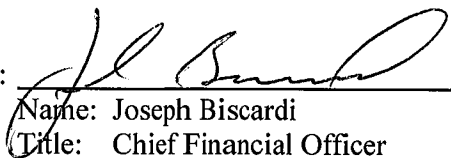
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

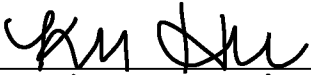
MILLENNIUM HEALTHCARE, LLC

By: 
Name: Joseph Biscardi
Title: Chief Financial Officer

[Signature Page to Marine Notice and Confirmation of Security Interest in Trademarks]

TRADEMARK
REEL: 007227 FRAME: 0212

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Kristina Harbison
Title: authorized signer

SCHEDULE I

Trademark Registrations

Citation	Application Number Application Date	Registration Number Registration Date	Status	Grantor
<p>ACCOUNTABLE CARE NETWORK OF INDEPENDENT PHYSICIANS</p>  <p>ACCOUNTABLE CARE NETWORK <i>of Independent Physicians</i></p>	87656102 10/23/2017	5485633 6/5/2018	Registered	Millennium Healthcare, LLC
<p>GULFCOAST ACCOUNTABLE CARE NETWORK</p>  <p>GulfCoast <i>Accountable Care Network</i></p>	87635093 10/5/2017	5604540 11/13/2018	Registered	Millennium Healthcare, LLC
MILLENNIUM PHYSICIAN GROUP	87635148 10/5/2017	5593510 10/30/2018	Registered	Millennium Healthcare, LLC
YOUR CONNECTION TO A HEALTHIER LIFE	87635215 10/5/2017	5573414 10/2/2018	Registered	Millennium Healthcare, LLC
<p>MILLENNIUM</p>  <p>MILLENNIUM</p>	87635313 10/5/2017	5593514 10/30/2018	Registered	Millennium Healthcare, LLC