

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3511679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SPECIALTYCARE IOM SERVICES, LLC	08/31/2015
RECEIVING PARTY DATA	
Name:	REGIONS BANK, AS AGENT
Street Address:	150 4TH AVENUE NORTH, 10TH FLOOR
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37219
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8260427
Patent Number:	8626317
Patent Number:	8577477
Patent Number:	8996092
Application Number:	12724778
Application Number:	13566529
Application Number:	13294493
CORRESPONDENCE DATA	
Fax Number:	(404)572-5135
<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:	404-572-3493
Email:	kosborne@kslaw.com
Correspondent Name:	KAREN OSBORNE, SENIOR PARALEGAL
Address Line 1:	1180 PEACHTREE STREET, N.E.
Address Line 2:	KING & SPALDING LLP
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	02532.015006
NAME OF SUBMITTER:	KAREN OSBORNE
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	09/03/2015

PATENT

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 31, 2015, is made by SPECIALTYCARE IOM SERVICES, LLC, a Delaware limited liability company (the "Grantor"), in favor of REGIONS BANK ("Regions") in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SpecialtyCare, Inc., a Delaware corporation ("SpecialtyCare"), SpecialtyCare Cardiovascular Resources Holdings, Inc., a Delaware corporation (together with SpecialtyCare, the "Borrowers"), SpecialtyCare Holdings, LLC, a Delaware limited liability company, the other signatories thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guarantee and Collateral Agreement in favor of the Agent, dated as of May 18, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Grantor Obligations (as defined therein); and

WHEREAS, the Grantor has further agreed, pursuant to the Guarantee and Collateral Agreement, to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders and the other Secured Parties, and grants to the Agent for the benefit of the Lenders and the other Secured Parties a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the parties hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby, and provisions for the termination of this Patent Security Agreement and release of the Liens created hereby, are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Patent Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPECIALTYCARE IOM SERVICES, LLC, as Grantor

By: *Jeffrey T. Gray*
Name: Jeffrey T. Gray
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)

County of Davidson)

ss.


On this 31st day of August, 2015 before me personally appeared Jeffrey T. Gray, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SpecialtyCare IOM Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Betty A. Chears
Notary Public

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK
as Agent

By: 
Name: Ned G. Fisher
Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

U.S. Patent Registrations

Title	Patent No.	Issue Date
Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	8,260,427	9/4/2012
Bite Block	8,626,317	1/7/2014
Endotracheal Tube with a Selectively Positional Electrode	8,577,477	11/5/2013
Garment to Facilitate Electrode Placement for Intraoperative Monitoring	8,996,092	3/31/2015

U.S. Patent Applications

Title	Application No.	File Date
Somatosensory Evoked Potential (SSEP) Automated Alert System	12/724,778	3/16/10
POO5.01.01-CONGarment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	13/566,529	8/3/2012
Cannula System	13/294,493	11/11/2011