

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (2L)	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPECIALTYCARE, INC.	09/01/2017
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 W. MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	8821526	
Patent Number:	9101315	
Patent Number:	9186173	
Patent Number:	8260427	
Patent Number:	9226535	
Patent Number:	8996092	
Patent Number:	8626317	
Patent Number:	8577477	
Application Number:	14630213	
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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:	312-993-2622	
Email:	gayle.grocke@lw.com	
Correspondent Name:	GAYLE D. GROCKE C/O LATHAM & WATKINS LLP	
Address Line 1:	330 N. WABASH AVENUE	
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ATTORNEY DOCKET NUMBER:	057121-0226	
NAME OF SUBMITTER:	GAYLE D. GROCKE	

PATENT

SIGNATURE:	/gdg/
DATE SIGNED:	09/01/2017
Total Attachments: 7 source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page1.tif source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page2.tif source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page3.tif source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page4.tif source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page5.tif source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page6.tif source=SpecialtyCare - Patent Security Agreement (2L) [Executed]#page7.tif	

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS PATENT SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 1, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), BY AND BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND ANTARES CAPITAL LP, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 1, 2017, is made by SpecialtyCare, Inc., a Delaware corporation ("Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 1, 2017 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among KSPC Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), as Borrower prior to the consummation of the Closing Date Merger, and SCSG EA Acquisition Company, Inc., a Delaware corporation ("SCSG"), as Borrower upon the consummation of the Closing Date Merger, KSPC Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), the other Persons party hereto that are designated as a "Credit Party", Antares Capital LP, a limited partnership (in its individual capacity, "Antares Capital"), as Agent for the several financial institutions from time to time party to this Agreement (collectively, the "Lenders" and individually each a "Lender"), and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of September 1, 2017 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

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

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

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

(a) all of its Patents, including, without limitation, those 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. Guaranty and Security 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 Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents 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. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in

contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[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, INC., as Grantor

By: 

Name: Jeffrey L. Gray

Title: Chief Financial Officer and Treasurer

[Signature Page to Patent Security Agreement (Second Lien)]

PATENT
REEL: 043747 FRAME: 0378

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: *Ashley H Medio*
Name: Ashley Medio
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. U.S. REGISTERED PATENTS

Registration No.	Registration Date	Jurisdiction	Title	Listed Owner
Patent No. 8821526	9/2/2014	U.S.	Trocar	SPECIALTYCARE, INC.
Patent No. US 9,101,315	8/11/2015	U.S.	Cannula System	SPECIALTYCARE, INC.
Patent No.: US 9,186,173	11/17/2015	U.S.	Optical Obturator System	SPECIALTYCARE, INC.
Patent No. 8,260,427	9/4/2012	U.S.	Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring (relates to the garment itself)	SPECIALTYCARE, INC.
Patent No. 9,226,535	1/5/2016	U.S.	Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring (relates to the garment itself rather than the method of use)	SPECIALTYCARE, INC.
Patent No. 8,996,092	3/31/2015	U.S.	Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring (relates to the method of use of garment)	SPECIALTYCARE, INC.
Patent No. 8,626,317	1/7/2014	U.S.	Bite Block	SPECIALTYCARE, INC.
Patent No. 8,577,477	11/5/2013	U.S.	Endotracheal Tube with a Selectively Positional Electrode	SPECIALTYCARE, INC.

2. U.S. PATENT APPLICATIONS

Application No.	Filing Date	Jurisdiction	Title	Listed Owner
Appl. No. 14/630,213	Filing Date: 2/24/2015 Pub. 2015/0273204 Continuation of Patent 8996092	U.S.	Garment to Facilitate Needle Electrode Placement for Intraoperative Monitoring	SPECIALTYCARE, INC.