

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symbion, Inc.		11/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3853377	NEOSPINE	
Registration Number:	3282751	NEOSPINE OUTPATIENT SPINE SURGERY CENTER	
Registration Number:	2839361	SYMBION	
Serial Number:	86070111	INCONTINENCE INSTITUTE YOUR LIFE, LIVED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	11/05/2014		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of November 3, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by Symbion, Inc. (the “Grantor”) in favor of Jefferies Finance LLC, as collateral agent (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Collateral Agent, dated as of November 3, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Second Lien Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1. Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which 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, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to Grantor’s use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (f) all rights to sue for past, present or future infringements thereof and (g) all rights corresponding thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of Grantor’s “intent to use” such Trademarks or service marks applications unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office(solely 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 such “intent to use” application under applicable federal law)

whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Second Lien Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Second Lien Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Second Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.


SYMBION, INC., as Grantor

By: 

Name: Tereza F. Sparks

Title: Chief Financial Officer

JEFFERIES FINANCE LLC, as Collateral Agent



By: 
Name: BRIAN BUDGE
Title: MANAGING DIRECTOR

[Signature Page to Grant of Second Lien Security Interest in Trademarks]

TRADEMARK
REEL: 005394 FRAME: 0403

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	45	86070111 20-SEP-2013	
NEOSPINE	35	77940300 19-FEB-2010	3853377 28-SEP-2010
	35	78835370 13-MAR-2006	3282751 21-AUG-2007
SYMBION	35	75805850 23-SEP-1999	2839361 11-MAY-2004