

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SURGICAL CARE AFFILIATES, LLC		03/17/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4278194	S4
Registration Number:	4278196	BUY RIGHT
Registration Number:	4278195	PURCHASING SIMPLIFIED
Registration Number:	4391437	ECOSYSTEM
Registration Number:	4493546	CLINICAL FIRST
Registration Number:	4490360	MDETECTIVE
Serial Number:	86371274	SCA INSIGHT
Serial Number:	86416694	PRACTICING THE ART OF MEDICINE
Registration Number:	4171207	SCA SURGICAL CARE AFFILIATES

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

OP \$240.00 4278194

Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	CRS1-40014
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	03/17/2015
Total Attachments: 6 source=40014#page1.tif source=40014#page2.tif source=40014#page3.tif source=40014#page4.tif source=40014#page5.tif source=40014#page6.tif	

**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2015 (this “**Agreement**”), among SURGICAL CARE AFFILIATES, INC. (the “**Borrower**”), SURGICAL CARE AFFILIATES, LLC (the “**Grantor**”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of March 17, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Grantor, certain other Subsidiaries of the Borrower party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of March 17, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, each Lender and L/C Issuer from time to time party thereto and other financial institutions party thereto. The Lenders and L/C Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and L/C Issuers to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce (A) the Lenders and L/C Issuers to extend such credit, (B) the Hedge Banks to enter into and/or maintain Secured Hedge Agreements and (C) the Cash Management Banks to provide Cash Management Services. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

Section 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such 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, trade dress, logos, designs, company names, business names, fictitious business names, trade styles, domain names, global top level domain names, other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO 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, and all common law rights related thereto, including those listed on Schedule I, (b) all goodwill connected therewith or symbolized thereby and (c) all other assets, rights, and interests that uniquely reflect or embody such goodwill.

Section 3. Termination. This Agreement is made to secure the satisfactory payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as such Grantor may reasonably request, at the cost and expense of such Grantor, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory payment of the Obligations (other than (x) obligations under Secured Hedge Agreements not yet due and payable, (y) Cash Management Obligations not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable), the Administrative Agent shall, at such Grantor's cost and expense, reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction, including the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. The Borrower and the Grantor jointly and severally represent and warrant to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

Section 7. Counterparts. This Agreement 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. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page]

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

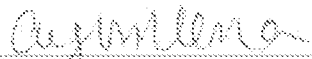
SURGICAL CARE AFFILIATES, INC., as
the Borrower,

By: RLS
Name: Richard L. Sharff, Jr.
Title: Executive Vice President,
General Counsel and Corporate
Secretary

SURGICAL CARE AFFILIATES, LLC, as
a Loan Party and Grantor,

By: RLS
Name: Richard L. Sharff, Jr.
Title: Vice President, Secretary and
Director/Manager

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By 
Name:
Title: Amy M. Ukena
Vice President

**Schedule I to
Trademark Security Agreement**

United States Trademarks, Service Marks and Trademark Applications

	Grantor/Registered Owner	Trademark	Registration or Application No.	Date of Filing or Expiration	Status
1.	Surgical Care Affiliates, LLC	SCA SURGICAL CARE AFFILIATES	85/469047	Date of Filing: 11/10/2011 10 year expiration	Reg. No. 4,171,207 Registered 7/10/2012 Int. Cl.: 44
2.	Surgical Care Affiliates, LLC	S4	85/469052	Date of filing: 11/10/2011 10 year expiration	Reg. No. 4,278,194 Registered 1/22/2013 Int. Cl.: 9
3.	Surgical Care Affiliates, LLC	BUY RIGHT	85/469065	Date of filing: 11/10/2011 10 year expiration	Reg. No. 4,278,196 Registered 1/22/2013 Int. Cl.: 9
4.	Surgical Care Affiliates, LLC	PURCHASING SIMPLIFIED	85/469058	Date of filing: 11/10/2011 10 year expiration	Reg. No. 4,278,195 Registered 1/22/2013 Int. Cl.: 9
5.	Surgical Care Affiliates, LLC	ECOSYSTEM	85/813884	Date of Filing: 1/2/2013 10 year expiration	Reg. No. 4,391,437 Registered 8/27/2013 Int. Cl.: 9

	Grantor/Registered Owner	Trademark	Registration or Application No.	Date of Filing or Expiration	Status
6.	Surgical Care Affiliates, LLC	CLINICAL FIRST	85/813939	Date of filing: 1/2/2013 10 year expiration	Reg. No. 4,493,546 Registered 3/11/2014
7.	Surgical Care Affiliates, LLC	MDETECTIVE	85/813909	Date of filing: 1/2/2013 10 year expiration	Reg. No. 4,490,360 Registered 3/4/2014
8.	Surgical Care Affiliates, LLC	SCA INSIGHT	86/371274	8/19/2014	Application Pending
9.	Surgical Care Affiliates, LLC	PRACTICING THE ART OF MEDICINE	86/416694	10/7/2014	Application Pending