

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pain Management Solutions, LLC		07/01/2015	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	131 W. Commonwealth Avenue		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	commerical bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4302158	KURE PAIN MANAGEMENT, THE SPINE SPECIALI	
Registration Number:	4302157	KURE PAIN MANAGEMENT	
Registration Number:	4306011	KURE	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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:	404-443-5735		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Adam Monich, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Pechtree Street, Ste., 2100		
Address Line 4:	Atlanta, GEORGIA 30253		
ATTORNEY DOCKET NUMBER:	2066901-0013 KURE PAIN		
NAME OF SUBMITTER:	Latosha E. Allen		
SIGNATURE:	/Latosha E. Allen/		
DATE SIGNED:	07/01/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2015, is made by PAIN MANAGEMENT SOLUTIONS, LLC, a Maryland limited liability company (the “Grantor”), in favor of OPUS BANK (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of July 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto and Lender, Lender has agreed to make loans and other extensions of credit to Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and Grantor are part of a controlled group of companies and the loans and other financial accommodations being provided to the Borrower under the Credit Agreement and the other Loan Documents will directly and indirectly benefit the Grantor;

WHEREAS, Grantor has granted to Lender a security interest in all of Grantor’s Intellectual Property (as defined in the Credit Agreement); and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to extend credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

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

Section 2. Grant of Security Interest in Trademarks. Grantor, as collateral security for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of Grantor, (the “Trademark Collateral”):

(a) all of its trademarks and all licenses providing for the grant by or to Grantor of any right to use any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) 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. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and Grantor and Lender hereby acknowledge and agree that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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, anything herein to the contrary notwithstanding, Grantor shall take such actions in connection with its Trademark Collateral as are required by the Credit Agreement.

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

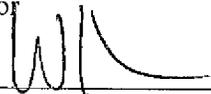
Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PAIN MANAGEMENT SOLUTIONS, LLC,
as Grantor

By:  _____

Name: William L. Hughes

Title: Vice President, Business Development

ACCEPTED AND AGREED
as of the date first above written:

OPUS BANK, a California commercial bank,
as Lender

By: 
Name: Randy Boba
Title: Its Duly Authorized Signatory

KURE PAIN MANAGEMENT
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005566 FRAME: 0726

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Owner	Mark	Application Serial No.	Application Date	Registration No.	Registration Date
Pain Management Solutions, LLC	KURE PAIN MANAGEMENT, THE SPINE SPECIALISTS	85390470	August 5, 2011	4,302,158	March 12, 2013
Pain Management Solutions, LLC	KURE PAIN MANAGEMENT	85390456	August 5, 2011	4,302,157	March 12, 2013
Pain Management Solutions, LLC	KURE	85390439	August 5, 2011	4,306,011	March 19, 2013