

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLIVER STREET DERMATOLOGY HOLDINGS LLC		06/25/2015	LIMITED LIABILITY COMPANY:
OLIVER STREET DERMATOLOGY MANAGEMENT LLC		06/25/2015	LIMITED LIABILITY COMPANY:
OLIVER STREET DERMATOLOGY ASC, LLC		06/25/2015	LIMITED LIABILITY COMPANY:
OLIVER STREET 5.01(a) INC.		06/25/2015	CORPORATION:
SKIN & MOHS SURGERY CENTER, LLC		06/25/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A.		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85656197		
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	5031714-0106		

OP \$40.00 85656197

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	10/15/2015
Total Attachments: 6 source=OliverStreetPatent and Trademark Security Agreement#page1.tif source=OliverStreetPatent and Trademark Security Agreement#page2.tif source=OliverStreetPatent and Trademark Security Agreement#page3.tif source=OliverStreetPatent and Trademark Security Agreement#page4.tif source=OliverStreetPatent and Trademark Security Agreement#page5.tif source=OliverStreetPatent and Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of June 25, 2015, is made by OLIVER STREET DERMATOLOGY HOLDINGS LLC., a Delaware limited liability company, OLIVER STREET DERMATOLOGY MANAGEMENT LLC., a Delaware limited liability company, OLIVER STREET DERMATOLOGY ASC, LLC, a Delaware limited liability company, OLIVER STREET 501(a) INC., a Texas not-for-profit corporation (“**OSD 501**”), and SKIN & MOHS SURGERY CENTER LLC, a Missouri limited liability company (collectively with any other Person that may become a Grantor thereunder pursuant to a Joinder Agreement, the “**Grantors**” and, individually, each a “**Grantor**”), in favor of MB FINANCIAL BANK, N.A. (“**MB Bank**”).

A. Grantors and MB Bank (together with certain subsidiaries of Grantors from time to time) are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), pursuant to which MB Bank has agreed to extend loans and other financial accommodations to Grantors and Grantors have granted to MB Bank a security interest in substantially all the assets of Grantors, including all right, title, and interest of Grantors in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantors are required to execute and deliver this Agreement to MB Bank.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantors do hereby grant to MB Bank a continuing security interest in all of Grantor’s right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of Grantors, including, without limitation, each trademark and trademark application of Grantors referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of Grantors, including, without limitation, each trademark license of Grantors listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* annexed hereto and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1)

through (3) being herein collectively referred to as the “*Trademark Collateral*”);

- (4) each patent and patent application of Grantors, including, without limitation, each patent and patent application of Grantors referred to in *Schedule 2* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license of Grantors, including, without limitation, each patent license of Grantors listed on *Schedule 2* annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule 2* annexed hereto, any patent issued pursuant to a patent application referred to in *Schedule 2* annexed hereto and any patent licensed under any patent license listed on *Schedule 2* annexed hereto (items (4) through (6) being herein collectively referred to as the “*Patent Collateral*”).

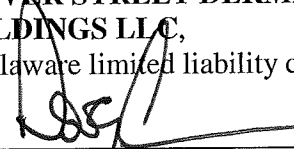
This security interest is granted in conjunction with the security interests granted to MB Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Grantors hereby acknowledge and affirm that the rights and remedies of MB Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

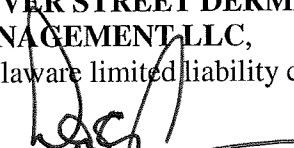
IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

GRANTORS:

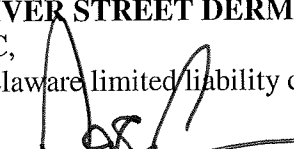
OLIVER STREET DERMATOLOGY HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Doug Cannon
Title: Chief Financial Officer

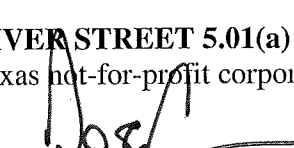
OLIVER STREET DERMATOLOGY MANAGEMENT LLC,
a Delaware limited liability company

By: 
Name: Doug Cannon
Title: Chief Financial Officer

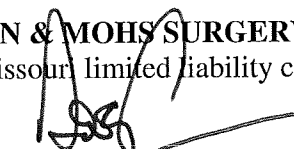
OLIVER STREET DERMATOLOGY ASC LLC,
a Delaware limited liability company

By: 
Name: Doug Cannon
Title: Chief Financial Officer

OLIVER STREET 5.01(a) INC.,
a Texas not-for-profit corporation

By: 
Name: Doug Cannon
Title: Chief Financial Officer

SKIN & MOHS SURGERY CENTER, LLC,
a Missouri limited liability company

By: 
Name: Doug Cannon
Title: Chief Financial Officer

GRANTEE:

MB FINANCIAL BANK, N.A.,
as Administrative Agent and Lender

By: 

Notice Address:

MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018
Attention: *Christie Hawthorne*
Tel.: *312-738-2488*
Fax: _____
Email: *chawthorne@mbfinancial.com*

SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

Mark Ser. No	Goods/Services	File Date	Owner
85656197	Stylized/Design	June 19, 2015	Oliver Street Dermatology Management LLC

SCHEDULE 2

Patents, Patent Applications, and Patent Licenses

None.