

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sheridan Healthcare, Inc.		12/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S Dearborn St L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3582444	SHERIDAN HEALTHCARE
Registration Number:	3938824	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	4015454	PREMIEHR
Registration Number:	3938825	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	4219272	CARE WRITEHR
Registration Number:	4219271	CARE WRITEHR
Registration Number:	4355282	THE CLINICAL PRACTICE OF LEAN
Registration Number:	4438397	PERFORMANCE-DRIVEN PHYSICIAN SERVICES
Registration Number:	4777465	KAIZENOLOGY
Registration Number:	4777497	KAIZENOLOGY
Registration Number:	4598560	S H E R I D A N

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Stephen C. Asoli, Esq.

Address Line 1: 919 Third Avenue

TRADEMARK

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Stephen C. Asoli

SIGNATURE: /Stephen Asoli/

DATE SIGNED: 01/03/2017

Total Attachments: 6

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TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

December 30, 2016

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 30, 2016, made by SHERIDAN HEALTHCARE, INC., a Delaware corporation having a principal place of business at 7700 West Sunrise Blvd., Plantation, FL 33322 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent" and, together with the Collateral Agent, the "Agent") for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of December 1, 2016 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among Envision Healthcare Corporation (f/k/a New Amethyst Corp.), a Delaware corporation (as successor by merger to Envision Healthcare Holdings, Inc., the "Borrower"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, 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, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of May 25, 2011, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Term Loan Collateral Agreement");

WHEREAS, pursuant to the Term Loan Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties (as defined therein) a first priority security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other

financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Term Loan Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Term Loan Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a first priority security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a first priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Term Loan Collateral Agreement. To the extent that there is any conflict between this Agreement and the Term Loan Collateral Agreement, the Term Loan Collateral Agreement shall control in all respects. The Term Loan Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the first priority security interest in the Trademarks are more fully set forth in the Credit Agreement and the Term Loan Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR

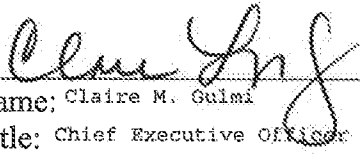
CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND
CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE
STATE OF NEW YORK.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SHERIDAN HEALTHCARE, INC.

By: 
Name: Claire M. Gulmi
Title: Chief Executive Officer

[Signature Page to Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____

Name: John A. Horst

Title: Executive Director

[Signature Page to Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005957 FRAME: 0671

SCHEDULE I

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No. / Reg. No.</u>
Sheridan Healthcare, Inc.	Sheridan Healthcare	Registered	77/389255 / 3582444
Sheridan Healthcare, Inc.	PremieHR Neonatology Services (drawing of a sleeping child above the words)	Registered	77/900386 / 3938824
Sheridan Healthcare, Inc.	PremieHR	Registered	85/217116 / 4015454
Sheridan Healthcare, Inc.	PremieHR Neonatology Services	Registered	77/900388 / 3938825
Sheridan Healthcare, Inc.	CARE WritEHR & Design	Registered	85/419177 / 4219272
Sheridan Healthcare, Inc.	CARE WritEHR	Registered	85/419165 / 4219271
Sheridan Healthcare, Inc.	The Clinical Practice of Lean	Registered	85/621869 / 4355282
Sheridan Healthcare, Inc.	PERFORMANCE-DRIVEN PHYSICIAN SERVICES	Registered	85/686454 / 4438397
Sheridan Healthcare, Inc.	Kaizenology	Registered	85/543826 / 4777465
Sheridan Healthcare, Inc.	KAIZENOLOGY & Design	Registered	85/620939 / 4777497
Sheridan Healthcare, Inc.	S H E R I D A N & Design	Registered	85/982151 / 4598560