

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest In Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Envision Physician Services, LLC		07/27/2022	Limited Liability Company: DELAWARE
Infinity Healthcare, Inc.		07/27/2022	Corporation: ILLINOIS
Reimbursement Technologies, Inc.		07/27/2022	Corporation: PENNSYLVANIA
Sheridan Healthcare, Inc.		07/27/2022	Corporation: DELAWARE
Valley Anesthesiology Consultants, Inc.		07/27/2022	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4059271	CIM
Registration Number:	3634424	E
Registration Number:	3526565	ED SOLUTIONS
Registration Number:	5030007	WEBEMARS
Registration Number:	5179477	INFINITY HEALTHCARE
Registration Number:	4120292	INFINITY HEALTHCARE
Registration Number:	4152107	INFINITY HEALTHCARE
Registration Number:	3839773	INFINITY HEALTHCARE
Registration Number:	6036499	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067229	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036500	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036501	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067231	INFINITY HEALTHCARE AN ENVISION PHYSICIA

OP \$665.00 4059271

Property Type	Number	Word Mark
Registration Number:	6036502	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	2262484	REIMBURSEMENT TECHNOLOGIES
Registration Number:	5370403	CANDESCENT HEALTH
Registration Number:	6406167	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6311675	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406168	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406169	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6549907	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN
Registration Number:	6406170	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN
Registration Number:	5738120	V VALLEY ANESTHESIOLOGY & PAIN CONSULTAN
Registration Number:	5738122	V VALLEY PAIN CONSULTANTS
Registration Number:	5738119	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS
Registration Number:	5738121	VALLEY PAIN CONSULTANTS

CORRESPONDENCE DATA

Fax Number:

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: 2024547625
Email: ipteam@cogencyglobal.com
Correspondent Name: Julia Birgen
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1765184
NAME OF SUBMITTER:	Sonya Jackson
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/18/2022

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 27, 2022, is made by each entity listed on Annex I attached (the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Enterprise Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Enterprise Merger Sub Inc., a Delaware corporation and a Subsidiary of Holdings (“Merger Sub” and, at any time prior to the consummation of the Acquisition, the “Borrower”), Envision Healthcare Corporation, a Delaware corporation (the “Company” and, upon and at any time after the consummation of the Acquisition, the “Borrower”), the lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”) and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement and the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of October 11, 2018, in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such

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

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

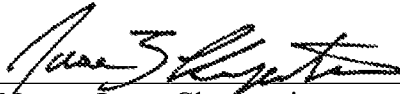
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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.

ENVISION PHYSICIAN SERVICES, LLC
INFINITY HEALTHCARE, INC.
REIMBURSEMENT TECHNOLOGIES, INC.
SHERIDAN HEALTHCARE, INC.
VALLEY ANESTHESIOLOGY CONSULTANTS,
INC., as Grantors

By: 
Name: Jason Charpentier
Title: Treasurer



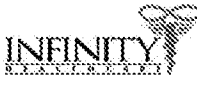
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent





By: *Gianni Russello*
Name: Gianni Russello
Title: Authorized Signatory

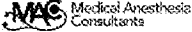
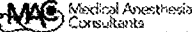
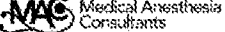


By: *Lawrence Park*
Name: Lawrence Park
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	MARK NAME
Envision Physician Services, LLC	85264497	4059271	CIM
Envision Physician Services, LLC	77579818	3634424	E
			
Envision Physician Services, LLC	77294676	3526565	ED SOLUTIONS
			
Envision Physician Services, LLC	86705849	5030007	WEBEMARS
Infinity Healthcare, Inc.	86974035	5179477	INFINITY HEALTHCARE
Infinity Healthcare, Inc.	85065556	4120292	INFINITY HEALTHCARE
Infinity Healthcare, Inc.	77640272	4152107	INFINITY HEALTHCARE
			
Infinity Healthcare, Inc.	77640194	3839773	INFINITY HEALTHCARE
Infinity Healthcare, Inc.	88576684	6036499	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
Infinity Healthcare, Inc.	88576693	6067229	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	MARK NAME
Infinity Healthcare, Inc.	88576700	6036500	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
Infinity Healthcare, Inc.	88576707	6036501	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
			
Infinity Healthcare, Inc.	88576715	6067231	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
			
Infinity Healthcare, Inc.	88576732	6036502	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
			
Reimbursement Technologies, Inc.	75418725	2262484	REIMBURSEMENT TECHNOLOGIES
Sheridan Healthcare, Inc.	86548942	5370403	CANDESCENT HEALTH
Sheridan Healthcare, Inc.	88450564	6406167	MAC MEDICAL ANESTHESIA CONSULTANTS
Sheridan Healthcare, Inc.	88450574	6311675	MAC MEDICAL ANESTHESIA CONSULTANTS
Sheridan Healthcare, Inc.	88450580	6406168	MAC MEDICAL ANESTHESIA CONSULTANTS
			

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	MARK NAME
Sheridan Healthcare, Inc.	88450588	6406169	MAC MEDICAL ANESTHESIA CONSULTANTS 
Sheridan Healthcare, Inc.	88450597	6549907	MAC MEDICAL ANESTHESIA CONSULTANTS AN ENVISION PHYSICIAN SERVICES PROVIDER 
Sheridan Healthcare, Inc.	88450603	6406170	MAC MEDICAL ANESTHESIA CONSULTANTS AN ENVISION PHYSICIAN SERVICES PROVIDER 
Valley Anesthesiology Consultants, Inc.	88002837	5738120	V VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS 
Valley Anesthesiology Consultants, Inc.	88002846	5738122	V VALLEY PAIN CONSULTANTS 
Valley Anesthesiology Consultants, Inc.	88002825	5738119	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS
Valley Anesthesiology Consultants, Inc.	88002842	5738121	VALLEY PAIN CONSULTANTS

Annex I

Envision Physician Services, LLC
Infinity Healthcare, Inc.
Reimbursement Technologies, Inc.
Sheridan Healthcare, Inc.
Valley Anesthesiology Consultants, Inc.