

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Symbion, Inc.		08/23/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	4 World Financial Center		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10080		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2839361	SYMBION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 068040		
<b>NAME OF SUBMITTER:</b>	Matthew Mayer		
<b>Signature:</b>	/Matthew Mayer/		
<b>Date:</b>	08/24/2007		

CH \$40.00 2839361

**Total Attachments: 6**

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of August 23, 2007, by SYMBION, INC., a Delaware corporation (the "Pledgor"), in favor of MERRILL LYNCH CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Guarantee and Collateral Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Article 9 Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Collateral Agent's security interest in any Trademarks pursuant to the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 single contract.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

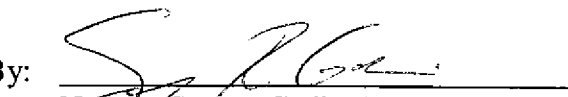
SYMBION, INC.

By: *Kenneth C. Mitchell*  
Name: *Kenneth C. Mitchell*  
Title: *Chief Financial Officer, Senior Vice President*

[Trademark Security Agreement]

Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION  
as Collateral Agent

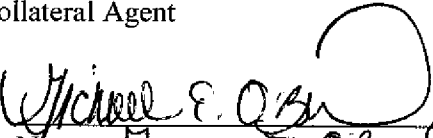
By:   
Name: Sarang Gadkari  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003608 FRAME: 0239**

Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION  
as Collateral Agent

By:   
Name: MICHAEL E. O'BRIEN  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003608 FRAME: 0240**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>SERIAL NUMBER</b>	<b>TRADEMARK</b>
Symbion, Inc.	2,839,361	075-805,850	SYMBION (standard characters)

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>SERIAL NUMBER</b>	<b>TRADEMARK</b>
N/A	N/A	N/A	N/A