

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 2034 - 1	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): NovaMed, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>National City Bank, as agent</u> Internal _____ Address: _____ Street Address: <u>One North Franklin</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.A.</u> Zip: <u>60606</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other: <u>National City Bank</u> Citizenship <u>U.S.</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>August 31, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>140.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u>
9. Signature: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> _____ Laura L. Konrath Name of Person Signing </div> <div style="text-align: center;"> 09/02/09 _____ Date </div> <div style="text-align: right;"> Total number of pages including cover sheet, attachments, and document: </div> </div>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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www.FormsVibrflow.com

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TRADEMARK
REEL: 004057 FRAME: 0658

CONTINUATION ITEM 1

	Entity Name	Jurisdiction
1.	NovaMed Surgery Center of Laredo, LP	a Delaware Limited Partnership
2.	Blue Ridge NovaMed, Inc.	a MO Corp.
3.	MDnetSolutions, Inc.	a DE Corp.
4.	Midwest Uncuts, Inc.	an IA Corp.
5.	NMGK, Inc.	an IL Corp.
6.	NMI, Inc.	a GA Corp.
7.	NMLO, Inc	a KS Corp.
8.	NovaMed Acquisition Company, Inc.	a DE Corp.
9.	NovaMed Alliance, Inc.	a DE Corp.
10.	NovaMed Eye Surgery and Laser Center of St. Joseph, Inc.	a MO Corp.
11.	NovaMed Eye Surgery Center (Plaza), L.L.C.	a DE Limited Liability Company
12.	NovaMed Eye Surgery Center of Cincinnati, L.L.C.	a DE Limited Liability Company
13.	NovaMed Eye Surgery Center of North County, LLC	a DE Limited Liability Company
14.	NovaMed Eyecare Research, Inc.	a DE Corp.
15.	NovaMed Management of Kansas City, Inc.	a MO Corp.
16.	NovaMed Management Services, LLC	a DE Limited Liability Company
17.	NovaMed of Bethlehem, Inc.	a DE Corp.
18.	NovaMed of Dallas, Inc.	a DE Corp.
19.	NovaMed of Laredo, Inc.	a DE Corp.
20.	NovaMed of Lebanon, Inc.	a DE Corp.
21.	NovaMed of Louisville, Inc.	a KY Corp.
22.	NovaMed of San Antonio, Inc.	a DE Corp.
23.	NovaMed of Texas, Inc.	a DE Corp.
24.	NovaMed of Wisconsin, Inc.	a DE Corp.
25.	Patient Education Concepts, Inc.	a DE Corp.

Continuation Item 4

Schedule 2

TRADEMARKS

	<u>Trademark</u>	<u>Grantor</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1	LVC Counselor	Patient Education Concepts, Inc.	3664242	8/4/09
2	IOL Counselor	Patient Education Concepts, Inc.	77022618	6/17/08
3	Naturalite	Midwest Uncuts, Inc.	1681830	4/7/1992
4	Family Vision Care	NovaMed Management Services, LLC	1827134	3/22/1994

TRADEMARK REGISTRATION APPLICATIONS

	<u>Trademark</u>	<u>Grantor</u>	<u>Serial No.</u>	<u>Filing Date</u>
5	Videosites	Patient Education Concepts, Inc.	77696177	3/20/09

TRADEMARK LICENSES

None.

0R16

EXECUTION VERSION

AMENDED AND RESTATED
INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, each of the undersigned (each a "Grantor" and collectively, the "Grantors") (i) owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications listed on Schedule 2 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications listed on Schedule 3 annexed hereto, and is a party to the copyright licenses listed on Schedule 3 annexed hereto; and

WHEREAS, NovaMed, Inc. a Delaware corporation (the "Borrower"), National City Bank, as Agent (the "Agent") and various financial institutions are party to that certain Credit Agreement dated as of June 28, 2000 (the "Original Credit Agreement") which Original Credit Agreement was amended and restated as of August 29, 2001 pursuant to an Amended and Restated Credit Agreement, was again amended and restated as of October 23, 2001 pursuant to that certain Second Amended and Restated Credit Agreement, was again amended and restated as of June 26, 2003 pursuant to that certain Third Amended and Restated Credit Agreement, was again amended and restated as of October 15, 2004 pursuant to that certain Fourth Amended and Restated Credit Agreement, was again amended and restated as of June 29, 2006 pursuant to that certain Fifth Amended and Restated Credit Agreement and was again amended and restated as of February 7, 2007 pursuant to that certain Sixth Amended and Restated Credit Agreement (the "Sixth Amended and Restated Credit Agreement");

WHEREAS, Borrower and Agent are parties to that certain Borrower Security Agreement dated as of June 28, 2000 (the "Borrower Security Agreement") which Borrower Security Agreement was amended by that certain First Amendment to Borrower Security Agreement dated as of June 20, 2007;

WHEREAS, each Grantor (other than Borrower) is either an original signatory to or party by execution of a guarantor addition agreement to that certain Guarantor Security Agreement dated as of June 28, 2000 (the "Guarantor Security Agreement") which Guarantor Security Agreement was amended by that certain First Amendment to Guarantor Security Agreement dated as of June 20, 2007;

WHEREAS, the Borrower and Agent are party to that certain Intellectual Property Assignment dated as of June 28, 2000 (the "Original IP Assignment");

WHEREAS, Borrower, Agent and the Lenders are currently entering into that certain Seventh Amended and Restated Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement") which Credit Agreement will amend and restated the Sixth Amended and Restated Credit Agreement;

WHEREAS, the Grantors and Agent are entering into that certain Guarantee and Collateral Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified and in effect, the "Guarantee and Collateral Agreement");

terms used but not otherwise defined herein shall have the respective meanings provided for in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Intellectual Property, together with all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

A. Each Grantor hereby reaffirms its grant to the Agent, for the benefit of itself and the Lenders, of a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as "Patents"), whether presently existing or hereafter created or acquired:

- (1) each patent and patent application of such Grantor therefor, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto;
- (2) each patent license to which such Grantor is a party, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and
- (3) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

B. Each Grantor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as "Trademarks"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark registration application of such Grantor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 2 annexed hereto;
- (2) each trademark license to which such Grantor is a party, including, without limitation, each trademark license listed on Schedule 2 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

C. Each Grantor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as "Copyrights"), whether presently existing or hereafter created or acquired:

- (1) each copyright, copyright registration and copyright registration application of such Grantor, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Schedule 3 annexed hereto;
- (2) each copyright license to which such Grantor is a party, including, without limitation, each copyright licensed listed on Schedule 3 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the security interests granted to Agent, for the benefit of itself and the Lenders, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

D. In addition to, and not by way of limitation of, all other rights granted to the Agent under this Assignment and the other Loan Documents, as collateral security only for the complete payment when due of all Obligations, each Grantor hereby, upon the maturity of the Obligations or the earlier acceleration of the Obligations in accordance with the Loan Documents, and the exercise by Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Guarantee and Collateral Agreement, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the benefit of itself and the Lenders, any and all rights of such Grantor under any license and any license agreement with any other party, whether such Grantor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by such Grantor and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Agent under this Assignment which rights are material to the conduct of such Grantor's business. Each Grantor hereby covenants that, within ten (10) days thereafter, it will notify the Agent if any Patent described in subsection (A)(1) hereof, Copyright described in subsection (C)(1) hereof or Trademark described in subsection (B)(1) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Agent with full identification thereof and with such further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section D.

E. Each Grantor hereby agrees that, upon the maturity of the Obligations or the earlier acceleration of the Obligations in accordance with the Loan Documents, and the exercise by the Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Guarantee and Collateral Agreement, the Agent's right to use, on behalf of itself and the Lenders, all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of such Grantor's right to use the same, and without any liability for royalties or other related charges from the Agent or any Lender to such Grantor. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each

Patent, Copyright and Trademark collaterally assigned hereunder, or until the Obligations have been indefeasibly paid in full in cash.


F. Each Grantor represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Grantors. Each Grantor shall identify in writing to the Agent, concurrently with the Borrower's next delivery of financial statements pursuant to Sections 7.1.1(a) or 7.1.1(b) of the Credit Agreement, all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of such Grantor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Guarantee and Collateral Agreement and this Assignment.

G. This Amended and Restated Intellectual Property Assignment shall amend and restate in its entirety the Original IP Assignment without constituting a novation.


[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Intellectual Property Assignment to be duly executed by its duly authorized officer as of August 11, 2009.


NovaMed, Inc.

By: 
Title: EVP and CFO

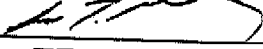
MDnetSolutions, Inc.

By: 
Title: EVP and CFO


Midwest Uncuts, Inc.

By: 
Title: EVP and CFO

BLUE RIDGE NOVAMED, INC.

By: 
Title: EVP and CFO

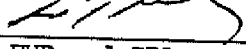
NMGK, Inc.

By: 
Title: EVP and CFO


Signature Page to A&R Intellectual Property Agreement

TRADEMARK
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NML, Inc.

By: 
Title: EVP and CFO

NMLO, Inc.

By: 
Title: EVP and CFO


NovaMed Acquisition Company, Inc.

By: 
Title: EVP and CFO


NovaMed Alliance, Inc.

By: 
Title: EVP and CFO

NovaMed Eye Surgery and Laser Center of St. Joseph,
Inc.

By: 
Title: EVP and CFO

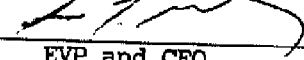
NovaMed Eye Surgery Center (Plaza), L.L.C.

By: 
Title: EVP and CFO

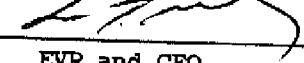
Signature Page to A&R Intellectual Property Agreement

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NovaMed Eye Surgery Center of Cincinnati, L.L.C.

By: 
Title: EVP and CFO

NovaMed Eye Surgery Center of North County, LLC

By: 
Title: EVP and CFO

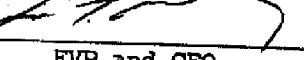
NovaMed Eyecare Research, Inc.

By: 
Title: EVP and CFO


NovaMed Management of Kansas City, Inc.

By: 
Title: EVP and CFO

NovaMed Management Services, LLC

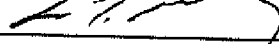
By: 
Title: EVP and CFO

NovaMed of Bethlehem, Inc.


By: 
Title: EVP and CFO

Signature Page to A&R Intellectual Property Agreement


NovaMed of Dallas, Inc.

By: 
Title: EVP and CFO


NovaMed of Laredo, Inc.

By: 
Title: EVP and CFO


NovaMed of Lebanon, Inc.

By: 
Title: EVP and CFO

NovaMed of Louisville, Inc.

By: 
Title: EVP and CFO

NovaMed of San Antonio, Inc.

By: 
Title: EVP and CFO

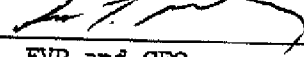
NovaMed of Texas, Inc.

By: 
Title: EVP and CFO

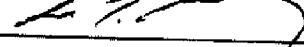
Signature Page to A&R Intellectual Property Agreement

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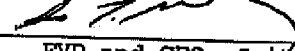
NovaMed of Wisconsin, Inc.

By: 
Title: EVP and CFO

Patient Education Concepts, Inc.

By: 
Title: EVP and CFO

NovaMed Surgery Center of Laredo, LP

By: 
Title: EVP and CFO of its General Partner

Signature Page to A&R Intellectual Property Agreement

TRADEMARK
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Acknowledged:

National City Bank, as
Agent

By: 

Name: James Kershner

Title: Vice President

Signature Page to Amended and Restated Intellectual Property Assignment

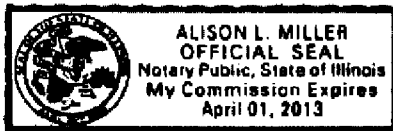
TRADEMARK
REEL: 004057 FRAME: 0670

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

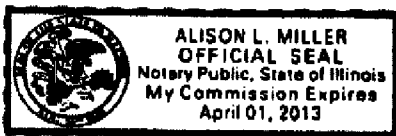
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of MDnetSolutions, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

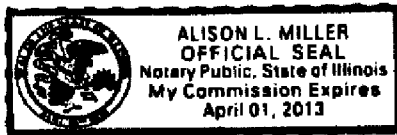
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of Midwest Uncuts, Inc., an Iowa corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

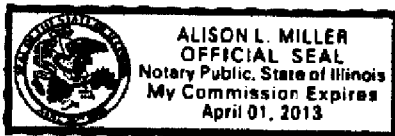
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of Blue Ridge NovaMed, Inc., a Missouri corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

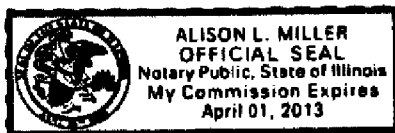
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NMGK, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

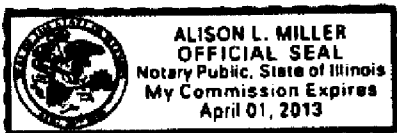
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NMI, Inc., a Georgia corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NMLO, Inc., a Kansas corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

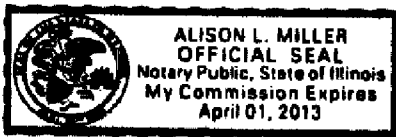
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Acquisition Company, Inc. a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

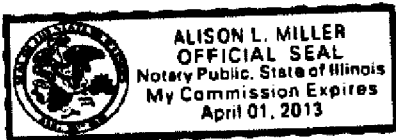
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Alliance, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

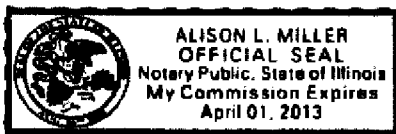
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Eye Surgery and Laser Center of St. Joseph, Inc., a Missouri corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

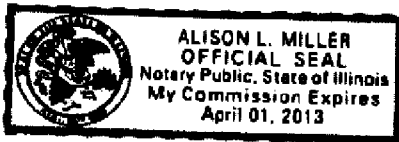
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Eye Surgery Center (Plaza), L.L.C., a Missouri limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

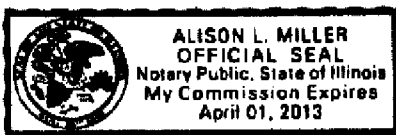
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Eye Surgery Center of Cincinnati, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

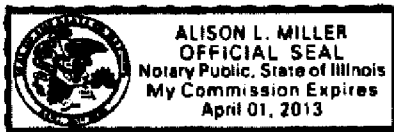
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Eye Surgery Center of North County, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

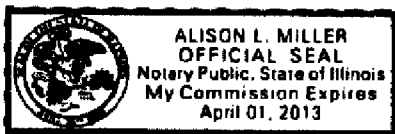
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Eyecare Research, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

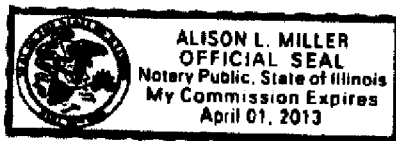
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Management of Kansas City, Inc., a Missouri corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

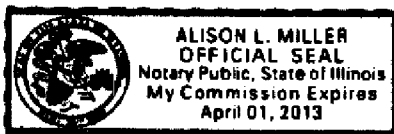
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Management Services, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Bethlehem, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

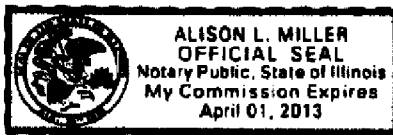
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Dallas, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

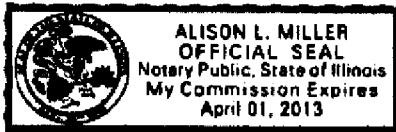
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Laredo, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

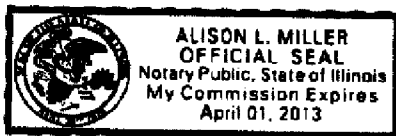
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Lebanon, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

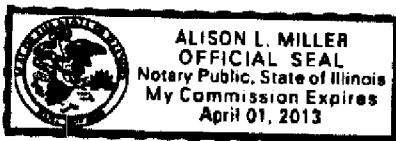
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Louisville, Inc., a Kentucky corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

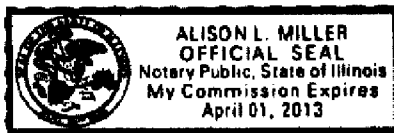
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of San Antonio, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

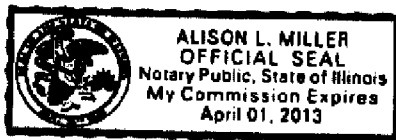
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Texas, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

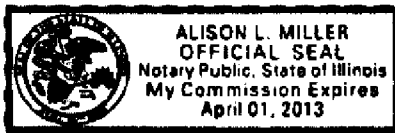
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed of Wisconsin, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

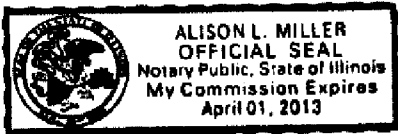
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of Patient Education Concepts, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

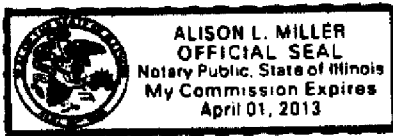
4/1/2013

STATE OF ILLINOIS

COUNTY OF COOK

I, Alison Miller, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Scott T. Macomber, of NovaMed Surgery Center of Laredo, LP a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2009.



Alison L. Miller
Notary Public

My Commission Expires:

4/1/2013

Schedule 1

PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

CHI:2301424.2

Schedule 2**TRADEMARKS**

<u>Trademark</u>	<u>Grantor</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LVC Counselor	Patient Education Concepts, Inc.	3664242	8/4/09
IOL Counselor	Patient Education Concepts, Inc.	77022618	6/17/08
Naturalite	Midwest Uncuts, Inc.	1681830	4/7/1992
Family Vision Care	NovaMed Management Services, LLC	1827134	3/22/1994

TRADEMARK REGISTRATION APPLICATIONS

<u>Trademark</u>	<u>Grantor</u>	<u>Serial No.</u>	<u>Filing Date</u>
Videosites	Patient Education Concepts, Inc.	77696177	3/20/09

TRADEMARK LICENSES

None.

Schedule 3**COPYRIGHTS**

The following copyrights are all owned by Patient Education Concepts, Inc.:

Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application date	Copyright Application Number
Eyemarketingtools.com Products/order form	5/22/00	VA1-045-634	5/22/00	VA1-045-634
Lasik Lifestyles – Power Point	5/22/00	VAu 504-046	2/7/01	VAu 504-046
Lasik lifestyles : the world beyond glasses & contact lenses	5/22/00	TX 5-225-179	5/22/00	TX 5-225-179
Build your own refractive surgery options & benefits brochure	2/10/05	TX 6-106-817	2/10/05	TX 6-106-817
Primary Open-Angle Glaucoma Brochure	2/10/05	TX 6-106-815	2/10/05	TX 6-106-815
Laser Vision Correction Brochure	2/10/05	TX 6-106-810	2/10/05	TX 6-106-810
Botox Cosmetic/Blepharoplasty Brochure	2/10/05	TX 6-106-811	2/10/05	TX 6-106-811
Vision Correction with crystalens After Cataract Surgery Brochure	2/10/05	TX 6-106-812	2/10/05	TX 6-106-812
Epi-LASIK Brochure	2/10/05	TX 6-106-813	2/10/05	TX 6-106-813
WaveLight “Good Day Good Night” High Performance Vision Correction Brochure	2/10/05	TX 6-142-029	2/10/05	TX 6-142-029
Descubra Lasik y el mundo mas alla de anteojos y lentes de contacto	2/10/05	TX 6-106-814	2/10/05	TX 6-106-814
Accommodating IOL Brochure	2/10/05	TX 6-106-809	2/10/05	TX 6-106-809

CHI:2301424.3

TRADEMARK
REEL: 004057 FRAME: 0699

Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application date	Copyright Application Number
Your practice, our vision : marketing products catalog & Web site companion guide.	2/10/05	TX 6-106-816	2/10/05	TX 6-106-816
3 CustomCornea TV commercials "What If", "The Wait is Over" & "No Two Eyes Are The Same"	2/10/05	PA 1-268-394	2/10/05	PA 1-268-394
Crystalens Preparing for Surgery (Consent) Program	2/10/05	PA 1-268-396	2/10/05	PA 1-268-396
Custom Vue Laser Vision Correction Overview Program	2/10/05	PA 1-268-395	2/10/05	PA 1-268-395
Customize Your Visual Freedom	10/12/04	TX 6-037-780	10/12/04	TX 6-037-780
LADARVISION® CustomCornea® PowerPoint presentation.	10/12/04	TX 6-033-648	10/12/04	TX 6-033-648
LADARVISION® CUSTOMCORNEA® HTML CD	10/12/04	TX 6-033-647	10/12/04	TX 6-033-647
Botoz®Cosmetic (Spanish Language Version)	1/28/03	TX 4-447-412	1/28/03	TX 4-447-412
Botox®Cosmetic	9/19/02	TX 5-627-429	9/19/02	TX 5-627-429
Conductive Keratoplasty: A Procedure to Reduce or Eliminate Reading Glasses	10/28/02	TX 5-634-227	10/28/02	TX 5-634-227
Cataract & Glaucoma Surgery	6/18/02	TX 5-547-207	6/18/02	TX 5-547-207
Laser Vision Correction Options and Benefits	6/17/02	TX 5-551-291	6/17/02	TX 5-551-291
Myobloc: Minimizing the Effects of Heredity and Time	6/17/02	TX 5-551-290	6/17/02	TX 5-551-290

Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application date	Copyright Application Number
Signature Series: Practice Building Products Exclusively For Your Market	1/16/02	TX 5-484-760	1/16/07	TX 5-484-760
Blepharitis	1/9/02	TX 5-468-583	1/9/02	TX 5-468-583
Dry Eye	1/9/02	TX 5-468-578	1/9/02	TX 5-468-578
Flashes floaters	1/9/02	TX 5-468-581	1/9/02	TX 5-468-581
LASIK Laser Vision Correction – Pearle Vision	1/9/02	TX 5-468-579	1/9/02	TX 5-468-579
LASIK Laser Vision Correction – Sears Optical	1/9/02	TX 5-468-580	1/9/02	TX 5-468-580
Macular Degeneration	1/9/02	TX 5-468-582	1/9/02	TX 5-468-582
Cirugia Para Las Cataratas, Avances y Beneficios	7/18/01	TXu 1-042-205	7/18/01	TXu 1-042-205
Alcon Summit Autonomous, Marketing Products For Your Ophthalmic Practice 2001 Catalog, The Vision To Change The Future	6/15/01	VA 1-095-404	6/15/01	VA 1-095-404
LADARVISION LASIK Always on Target	6/15/01	VA 1-095-403	6/15/01	VA 1-095-403
LASIK Laser Vision Correction	6/15/01	VA 1-095-399	6/15/01	VA 1-095-399
LTK Laser Thermal Keratoplasty	6/15/01	VA 1-095-402	6/15/01	VA 1-095-402
PRELEX, A Procedure to Eliminate Bifocals	6/15/01	VA 1-095-401	6/15/01	VA 1-095-401
PEC, Patient Education Concepts, Inc., Practice Building Marketing and Risk Management Products 2001	12/6/00	TX 5-312-216	12/6/00	TX 5-312-216
Eye 2 Eye	11/16/00	TXu 989-111	11/16/00	TXu 989-111
Eye 2 Eye CD ROM	11/16/00	VA 1-075-903	11/16/00	VA 1-075-903
LADARVISION LASIK	11/16/00	TX 5-286-098	11/16/00	TX 5-286-098

CHI:2301424.3

TRADEMARK
REEL: 004057 FRAME: 0701

Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application date	Copyright Application Number
Questions on Laser Thermal Keratoplasty (LTK) Consent Video	11/16/00	TX 5-285-985	11/16/00	TX 5-285-985
Refractive Surgery: PRK, LASIK, PHAKIC IOLs, REFRACTIVE LENSECTOMY	11/16/00	TX 5-285-983	11/16/00	TX 5-285-983
Refractive Surgery: PRK, LASIK, LTK, INTACS, PHAKIC IOLs, REFRACTIVE LENSECTOMY	11/16/00	TX 5-285-984	11/16/00	TX 5-285-984
Preparing for Surgery	10/30/00	PA 1-056-993	10/30/00	PA 1-056-993
LASIK LADARVISION: Advanced Laser Vision Correction	10/30/00	PA 1-056-995	10/30/00	PA 1-056-995
LASIK: Preparing For Surgery	10/30/00	PA 1-057-014	10/30/00	PA 1-057-014
Lamellar Thermal Keratoplasty (LTK): Preparing for the Procedure	10/30/00	PA 1-013-056	10/30/00	PA 1-013-056
LASIK: Advanced Laser Vision Correction CD ROM	5/22/00	PA 1-000-190	5/22/00	PA 1-000-190
Patient Education Concepts, Inc., spring 2000 supplement	5/22/00	VAu 494-369	5/22/00	VAu 494-369
Patient Education Concepts, Inc., 2000 : marketing & risk management products for your ophthalmic practice	10/12/99	VA 469-601	10/12/99	VA 469-601
LASER VISION CORRECTION (Standard B700)	10/12/99	TX 5-120-034	10/12/99	TX 5-120-034
LASER VISION CORRECTION (Standard B9930)	10/12/99	TX 5-068-844	10/12/99	TX 5-068-844

Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application date	Copyright Application Number
Discover laser vision correction and the world beyond glasses & contacts	10/12/99	TX 5-068-846	10/12/99	TX 5-068-846
Lasik, seeing is believing : multimedia patient education program for your website	5/22/00	PA 959-975	5/22/00	PA 959-975
Botox (Standard Brochure)	10/12/99	TX 5-068-845	10/12/99	TX 5-068-845
Discover LASIK and the World Beyond Glasses and Contacts (Deluxe Brochure)	10/12/99	TX 5-068-511	10/12/99	TX 5-068-511
Discover LASIK and the World Beyond Glasses and Contacts (Premium Brochure)	10/12/99	TX 5-064-801	10/12/99	TX 5-064-801
Discover LASIK and the World Beyond Glasses and Contacts (Standard Brochure)	10/12/99	TX 5-068-843	10/12/99	TX 5-068-843
Laser Vision Correction (Premium)	10/12/99	TX 5-068-879	10/12/99	TX 5-068-879
LASIK: Laser Vision Correction, See What You've Been Missing (Standard Brochure)	10/12/99	TX 5-068-880	10/12/99	TX 5-068-880
Laser Vision Correction – The Clear Advantage (Videotape)	6/1/98	PA 895-330	6/1/98	PA 895-330
LASIK: Advances and Benefits (Videotape)	2/13/97	PA 841-219	2/13/97	PA 841-219
LASIK: Preparing for Surgery (Videotape)	2/13/97	PA 836-725	2/13/97	PA 836-725
Cataract Surgery: Advances and Benefits (Videotape)	6/20/94	PA 709-376	6/20/94	PA 709-376
LK: Preparing for Surgery (Videotape)	6/20/94	PA 709-375	6/20/94	PA 709-375

Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application date	Copyright Application Number
RK: Advances and Benefits (Videotape)	6/20/94	PA 709-384	6/20/94	PA 709-384
RK: Preparing for Surgery (Videotape)	6/20/94	PA 709-378	6/20/94	PA 709-378
Refractive Surgery: Options and Benefits (Videotape)	6/20/94	PA 709-377	6/20/94	PA 709-377
LADARVISION, The Vision to shape the Future	6/15/01	VA1-095-400	6/15/01	VA1-095-400
Refractive surgery: options & benefits	1995	PA778-963	1995	PA778-963
American Express Card Registry—free trial follow-up security mailer	2000	TX 5-285-982	2000	TX 5-285-982
Lasik lifestyles brochures & 22 other titles	2000	V3460D206	2000	V3460D206
PRK: a new horizon in vision correction	1995	PA783-676	1995	PA783-676
PRK: preparing for surgery	1995	PA778-993	1995	PA778-993
Lasik lifestyles brochures & 23 other titles	2000	V3459D670	2000	V3459D670
IOL Counselor	3/19/2007	TXu001345781	3/19/2007	TXu001345781

COPYRIGHT REGISTRATION APPLICATIONS

None.

COPYRIGHT LICENSES

None.

CHI:2301424.3