

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Symbion, Inc.		06/14/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	150 Fourth Avenue North, 2nd Floor		
<b>Internal Address:</b>	as Collateral Agent		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2839361	SYMBION	
<b>Registration Number:</b>	3853377	NEOSPINE	
<b>Registration Number:</b>	3282751	NEOSPINE OUTPATIENT SPINE SURGERY CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)656-1342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-701-3087		
<b>Email:</b>	david.adams@thomsonreuters.com		
<b>Correspondent Name:</b>	Robin Riley, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	David Adams		
<b>Signature:</b>	/david adams TR/		

OP \$90.00 2839361

Date:

06/17/2011

**Total Attachments: 5**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of June 14, 2011 by SYMBION, INC., a Delaware Corporation (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Notes Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Collateral Agreement dated as of June 14, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Notes Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Notes 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 Notes 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 Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (except to the extent not constituting Collateral).

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 Notes Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Notes 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 Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. When the Obligations (other than wholly contingent indemnification obligations not then due) have been indefeasibly paid in full and the Indenture

and the Notes have been discharged pursuant to the terms of the Indenture, the Notes Collateral Agent shall promptly 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 the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security 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: 

Name: Teresa F. Sparks

Title: Senior Vice President of Finance and  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004564 FRAME: 0379**

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Notes Collateral Agent

By: Wally Jones  
Name: Wally Jones  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004564 FRAME: 0380**

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

**Trademark Registrations:**

<b>Owner</b>	<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Symbion, Inc. (Delaware Corporation)	SYMBION	75/805,850 09/23/1999	2,839,361 05/11/2004
Symbion, Inc. (Delaware Corporation)	NEOSPINE	77/940,300 02/19/2010	3,853,377 09/28/2010
Symbion, Inc. (Delaware Corporation)	NEOSPINE OUTPATIENT SPINE SURGERY CENTERS	78/835,370 03/13/2006	3,282,751 08/21/2007