

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symbion Inc.		06/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding Inc.		
Street Address:	1 Pierrepont Plaza, 7th Floor		
Internal Address:	as Collateral Agent		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2839361	SYMBION	
Registration Number:	3853377	NEOSPINE	
Registration Number:	3282751	NEOSPINE OUTPATIENT SPINE SURGERY CENTERS	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-701-3087		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Robin Riley, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	David Adams		
Signature:	/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 MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Guarantee and 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 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 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 Pledged Collateral of such 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 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. When the Loan Document Obligations (other than wholly contingent indemnification obligations not then due) have been indefeasibly paid in full

and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further obligations to issue Letters of Credit under the Credit Agreement, the 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: Chief Financial Officer and
Senior Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004565 FRAME: 0074

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:


Name: Christy Silvester
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004565 FRAME: 0075

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
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