

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surgery Center Billing, LLC dba Serbin Surgery Center Billing		11/30/2010	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Source Medical Solutions, Inc.		
Street Address:	100 Grandview Place, Suite 400		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3203157	SERBIN SURGERY CENTER BILLING	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-254-1036		
Email:	tryan@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 Sixth Avenue North; Ste 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	08042-0008		
NAME OF SUBMITTER:	C. Brandon Browning		
Signature:	/cbbrowning/		

Date:

08/07/2012

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") is made and entered into as of November 30, 2010, by and between Surgery Center Billing, LLC d/b/a Serbin Surgery Center Billing, a Florida limited liability company ("**Assignor**"), and Source Medical Solutions, Inc., a Delaware corporation ("**Assignee**").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated November 22, 2010 (the "**Agreement**"), by and among Assignee, Assignor and Equityholders (as defined in the Agreement), Assignor has agreed to sell and Assignee has agreed to purchase substantially all of Assignor's assets (the "**Transaction**"), including all of Assignor's right, title and interest in and to the Intellectual Property Assets (as defined in the Agreement).

B. Assignor agrees to assign and transfer to Assignee its entire interest in and to any and all Intellectual Property Assets that relate in any way to Assignee's business, assets, products, proposed products, technology or services, including, but not limited to, those set forth on Exhibit A hereto; and

C. Notwithstanding any other provision in this Assignment, Assignor does not agree to assign and transfer any rights it has in the name "Serbin" (apart from the name "Serbin Surgery Center Billing" or any related service mark).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor does hereby assign, grant, convey and transfer to Assignee and its successors and assigns, all of its respective rights, title and interest in, to and under the Intellectual Property Assets, including those listed on Exhibit A, the goodwill of the business symbolized by said Intellectual Property Assets and any common law rights thereto, and any moral rights and trade secrets embodied within same.

2. **Excluded IP.** Notwithstanding any other provision in this Assignment, Assignor does not agree to assign and transfer any rights it has in the name "Serbin" (apart from the name "Serbin Surgery Center Billing" or any related service mark).

3. **Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, listed on Exhibit A, and any works susceptible to copyright listed on Exhibit A, of Assignor to, and for the sole use and benefit of, Assignee, its successors, assigns, and/or legal representatives.

4. **Claim to Foreign Rights.** Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any applicable international convention.

5. **Representations and Warranties.** The representations and warranties of Assignor to Assignee regarding the Intellectual Property Assets shall be as set forth in the Agreement.

6. **Further Assurances.** Assignor hereby covenants and agrees that it will from time to time, at the request of Assignee and without further consideration, take such additional actions and duly execute and deliver to Assignee and its successors such additional instruments and documents as may be reasonably required in order to assign and transfer any of the Intellectual Property Assets in or to Assignee and its successors and assigns.

7. **Benefit.** This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and their successors and assigns.

8. **No Modification to Agreement.** This Assignment is delivered pursuant to the Agreement, and is subject in all respects to the provisions thereof and is not meant to alter, enlarge, or otherwise modify the provisions of the Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Agreement, the terms of the Agreement shall govern.

9. **Capitalized Terms.** All capitalized terms not otherwise defined in this Assignment shall have the meanings attributed to them in the Agreement.

10. **Counterparts.** This Assignment may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same instrument.


11. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, without regard to principles of conflicts of law.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ASSIGNOR:

**Surgery Center Billing, LLC d/b/a Serbin
Surgery Center Billing**

By: 

Name: Caryl A. Serbin

Title: Manager

ASSIGNEE:

Source Medical Solutions, Inc.

By: _____

Name: C. Scott Stone

Title: Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ASSIGNOR:

**Surgery Center Billing, LLC d/b/a Serbin
Surgery Center Billing**

By: _____

Name: Caryl A. Serbin

Title: Manager

ASSIGNEE:

Source Medical Solutions, Inc.

By: C. Scott Stone

Name: C. Scott Stone

Title: Executive Vice President and Chief
Financial Officer

EXHIBIT A

Intellectual Property

Marks:

1. The fictitious name *Serbin Surgery Center Billing* registered with the Florida Department of State on 02/15/2006 under Registration Number G06046900101. This registration is scheduled to expire on 12/31/2011.
2. The fictitious name *Serbin Surgery Center Billing, LLC* registered with the Florida Department of State on 10/30/2008 under Registration Number G08304900017. This registration is scheduled to expire on 12/31/2013.
3. The service mark *Serbin Surgery Center Billing* registered with the U.S. Patent and Trademark Office on 01/23/2007 under Registration Number 3203157. This registration is scheduled to expire on 01/22/2017.
4. The service mark *Serbin Surgery Center Billing, LLC and Design*. This Mark is not registered. The following is a brief description of the Mark: A solid triangle ("#1") with another solid triangle ("#2") superimposed and slightly offset over #1. Inside #2 appearing on 4 lines are "Serbin"; "Surgery"; "Center"; "Billing, LLC" with each initial letter having a white contrasting background.

Copyrights: The Seller's website is copyrighted, but not registered.

Software: "SourceAdvantage Platinum" from Source Medical Solutions, Inc.

Net Names: www.ascbilling.com.