

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
University General Hospital, LP		09/28/2012	LIMITED PARTNERSHIP: TEXAS
UGHS Hospitals, Inc.		09/28/2012	CORPORATION: TEXAS
University Hospital Systems, LLP		09/28/2012	LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE
UGHS Support Services, Inc.		09/28/2012	CORPORATION: TEXAS
UGHS Autimis Billing, Inc.		09/28/2012	CORPORATION: TEXAS
UGHS Autimis Coding, Inc.		09/28/2012	CORPORATION: TEXAS
Sybaris Group, Inc.		09/28/2012	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Midcap Financial, LLC
<b>Street Address:</b>	7255 Woodmont Avenue
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3390877	WHERE FIVE-STAR LUXURY MEETS CLINICAL EXCELLENCE
Registration Number:	3350503	UNIVERSITY GENERAL HOSPITAL
Registration Number:	3383938	UGH UNIVERSITY GENERAL HOSPITAL
Registration Number:	3384085	UGH
Registration Number:	3609220	
Registration Number:	3531525	UNIVERSITY HOSPITAL SYSTEMS

OP \$165.00 3390877

**CORRESPONDENCE DATA**

Fax Number: 6152446804

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 615-850-8741

Email: matomlinson@wallerlaw.com

Correspondent Name: Robert P. Felber, Jr.

Address Line 1: 511 Union Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	025987.24935 SECURITY FIL
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/Robert P. Felber, Jr./
Date:	10/18/2012
Total Attachments: 6 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2012, by and among UNIVERSITY GENERAL HOSPITAL, LP, a Texas limited partnership, UGHS HOSPITALS, INC., a Texas corporation, UNIVERSITY HOSPITAL SYSTEMS, LLP, a Delaware limited liability partnership, UGHS SUPPORT SERVICES, INC., a Texas corporation, UGHS AUTIMIS BILLING, INC., a Texas corporation, UGHS AUTIMIS CODING, INC., a Texas corporation, SYBARIS GROUP, INC., a Texas corporation, and any additional borrower that may hereafter be added to this Agreement (collectively, each individually as a "Grantor," and collectively as "Grantors"), and MIDCAP FINANCIAL, LLC, a Delaware limited liability company ("Agent"), as Agent. All capitalized terms used herein (which are not otherwise specifically defined herein) shall be used in this Agreement as defined in the Credit Agreement (as defined below).

### RECITALS

A. Grantors, Agent and various financial institutions or other entities, each as a Lender ("Lenders"), are parties to that certain Credit and Security Agreement, dated as of the date hereof (the "Credit Agreement") pursuant to which the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantors have granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral subject to a security interest hereunder.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**UNIVERSITY GENERAL HOSPITAL, LP**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

**UGHS HOSPITALS, INC.**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

**UNIVERSITY HOSPITAL SYSTEMS, LLP**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

**UGHS SUPPORT SERVICES, INC.**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

**UGHS AUTIMIS BILLING, INC.**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

**UGHS AUTIMIS CODING, INC.**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

**SYBARIS GROUP, INC.**

By: Michael L. Griffin  
Name: Michael L. Griffin  
Title: CEO

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
N/A		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
WHERE FIVE-STAR LUXURY MEETS CLINICAL EXCELLENCE	3390877	03-04-2008	University General Hospital Systems LLP
UNIVERSITY GENERAL HOSPITAL	3350503	12-04-2007	University General Hospital, LP University Kospital Systems, LLP [sic]
 UNIVERSITY GENERAL HOSPITAL	3383938	02-19-2008	University General Hospital, LP University Hospital Systems, LLP
	3384085	02-19-2008	University General Hospital, LP University Hospital Systems, lip [sic]
	3609220	04-21-2009	University Hospital Systems, LLP
 UNIVERSITY HOSPITAL SYSTEMS	3531525	11-11-2008	University Hospital Systems, LLP