

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
Southern Anesthesia & Surgical, Inc.		11/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3342660	SOUTHERN ANESTHESIA SURGICAL	
Registration Number:	4151656	OSTEO INNOVATION INTEGRATION INTEGRITY	
Registration Number:	3255140	ADVANCE PLUS + BY SOUTHERN ANESTHESIA & SURGICAL, INC.	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-443-5702		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Gerum Yilma, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$90.00 3342660

ATTORNEY DOCKET NUMBER:	2062758-0004 (SAS)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	11/09/2012
Total Attachments: 5 source=Golub- SAS - Trademark Security Agreement #page1.tif source=Golub- SAS - Trademark Security Agreement #page2.tif source=Golub- SAS - Trademark Security Agreement #page3.tif source=Golub- SAS - Trademark Security Agreement #page4.tif source=Golub- SAS - Trademark Security Agreement #page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 5, 2012, by SOUTHERN ANESTHESIA & SURGICAL, INC., a Delaware corporation ("Borrower") and the other parties that become a party hereto from time to time after the date hereof pursuant to Section 6.11(b) of the Credit Agreement (as hereafter defined) (such parties, together with Borrower, each individually a "Grantor" and collectively, the "Grantors"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of November 5, 2012, entered into among Borrower, SAS Holdco, Inc., a Delaware corporation ("Holdco"), the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain extensions of credit to Borrower; and (b) a Security Agreement dated as of November 5, 2012, entered into among Borrower and Holdco, each as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrower under the Credit Agreement are secured.

Pursuant to the Security Agreement, each Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in the Security Agreement), including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, each Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

SOUTHERN ANESTHESIA & SURGICAL, INC.

By: Brian F. Chambers
Name: BRIAN F. CHAMBERS
Title: SECRETARY

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004896 FRAME: 0980

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 5 day of November, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity

(SEAL)

JB Taylor
Notary
My Commission Expires: 4/8/14



SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks, Trademark Applications, and Trademark Licenses:

<u>Title</u>	<u>Serial Number/ Registration Number</u>	<u>Filing Date/ Registration Date</u>	<u>Grantor</u>
SOUTHERN ANESTHESIA SURGICAL	77/036,513 3,342,660	11/03/2006 11/27/2007	Southern Anesthesia & Surgical, Inc.
OSTEO/ INNOVATION/INTEGRATION/INTEGRITY	85/360,494 4,151,656	06/30/2011 05/29/2012	Southern Anesthesia & Surgical, Inc.
ADVANCE PLUS + BY SOUTHERN ANESTHESIA & SURGICAL	78/785,645 3,255,140	01/05/2006 06/26/2007	Southern Anesthesia & Surgical, Inc.