#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PennantPark Investment Corporation		12/05/2012	CORPORATION: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	American Surgical Assistants, Inc.
Street Address:	10039 Bissonnet Street, Suite 250
City:	Houston
State/Country:	TEXAS
Postal Code:	77036
Entity Type:	CORPORATION: TEXAS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3371749	ASA AMERICAN SURGICAL ASSISTANTS

#### **CORRESPONDENCE DATA**

3129021061 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	334164-21
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
<u>'</u>	

REEL: 004913 FRAME: 0528

**TRADEMARK** 

Date:	12/05/2012
Total Attachments: 4 source=Release of Trademark Security Inte	rest#page2.tif rest#page3.tif

TRADEMARK
REEL: 004913 FRAME: 0529

### RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is dated as of December 5, 2012 (the "Effective Date") by PENNANTPARK INVESTMENT CORPORATION, a Maryland corporation, in its capacity as Collateral Agent (the "Collateral Agent"), in favor of AMERICAN SURGICAL ASSISTANTS, INC., a Texas corporation (the "Grantor").

WHEREAS, pursuant to the terms and conditions set forth in that certain Trademark Security Agreement among the Grantor in favor of the Collateral Agent, dated as of March 23, 2011 (the "<u>Trademark Security Agreement</u>"), the Grantor pledged and granted to the Collateral Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of the Grantor listed in Schedule I attached hereto and all proceeds of any and all of the foregoing (as such terms are defined in the Trademark Security Agreement) (collectively, "<u>Trademark Collateral</u>") and

WHEREAS, the Trademark Security Agreement was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on March 23, 2011 at Reel/Frame number 004503/0786;

WHEREAS, the Obligations and Secured Obligations have been fully paid, and the Grantor has requested that the Collateral Agent release its lien and security interest in the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Collateral Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following Trademark Collateral:
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;
    - (c) all reissues, continuations or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

TRADEMARK
REEL: 004913 FRAME: 0530

- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 2. The Collateral Agent shall take all further actions, and provide to the Grantor and its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, all at the expense of the Grantor. The Collateral Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office.
- 3. This Release shall be governed by and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date:

PENNANTPARK INVESTMENT CORPORATION, as Collateral Agent,

By:

Name: Arthur H. Penn

Title: CEO

TRADEMARK REEL: 004913 FRAME: 0532

## **SCHEDULE I**

# TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations:

"American Surgical As-	American Surgical Assistants,	Number) 3,371,749	January 22,
TRADEMARK	Owner	REGISTRATION NUMBER/ (APPLICATION	(FILING DATE) OR REGISTRATION DATE

**TRADEMARK REEL: 004913 FRAME: 0533** 

**RECORDED: 12/05/2012**