

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Lien			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Midwest Uncuts, Inc.		04/11/2013	CORPORATION: IOWA
	NovaMed Management Services, LLC		04/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
	Patient Education Concepts, Inc.		04/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent			
Street Address:	1585 Broadway			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10036			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	1681830	NATURALITE	
	Registration Number:	1827134	FAMILY VISION CARE	
	Registration Number:	3664242	LVC COUNSELOR	
	Registration Number:	3984952	SIGHT SELECTOR	
	Registration Number:	3450083	IOL COUNSELOR	
CORRESPONDENCE DATA				
Fax Number:	2124552502			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(212) 455-7976			
Email:	ksolomon@stblaw.com			
Correspondent Name:	Mindy M. Lok, Esq.			
Address Line 1:	Simpson Thacher & Bartlett LLP			

CH \$140.00 1681830

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1740

NAME OF SUBMITTER: Mindy M. Lok

Signature: /mml/

Date: 05/03/2013

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS – SECOND LIEN

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS – SECOND LIEN (“Agreement”), effective as of April 11, 2013 is made by Midwest Uncuts, Inc., an Iowa corporation, NovaMed Management Services, LLC, a Delaware limited liability company, and Patient Education Concepts, Inc., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”), in favor of Morgan Stanley Senior Funding, Inc., a Delaware corporation with an address at 1585 Broadway, New York, New York 10036, as Administrative Agent (in such capacity, the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”) to the Second Lien Credit Agreement, dated as of April 11, 2013 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Surgery Center Holdings, LLC, as Holdings, Surgery Center Holdings, Inc. (the “Borrower”), the Lenders, the Administrative Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 11, 2013 (as amended and restated from time to time, the “Second Lien Guarantee and Collateral Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the

prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the Grantors' Trademarks (including, without limitation, those items listed on Schedule A hereto).

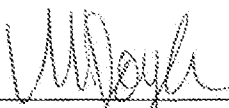
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MIDWEST UNCUTS, INC.

By: 
Name: Michael T. Doyle
Title: Chief Executive Officer

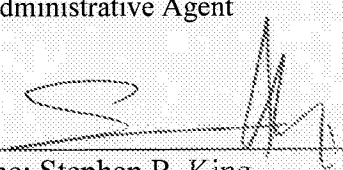
NOVAMED MANAGEMENT SERVICES, LLC

By: 
Name: Michael T. Doyle
Title: Chief Executive Officer

PATIENT EDUCATION CONCEPTS, INC.

By: 
Name: Michael T. Doyle
Title: Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC.
as Administrative Agent

By: 
Name: Stephen B. King
Title: VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005020 FRAME: 0934

SCHEDULE A

U.S. Trademark Applications and Registrations

OWNER	REGISTRATION NUMBER	TRADEMARK
Midwest Uncuts, Inc.	1681830	Naturalite
NovaMed Management Services, LLC	1827134	Family Vision Care
Patient Education Concepts, Inc.	3664242	LVC Counselor
Patient Education Concepts, Inc.	3984952	Sight Selector and Design
Patient Education Concepts, Inc.	3450083	IOL Counselor