

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
<b>CONVEYING PARTY DATA</b>				
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
	Safe Sedation Management LLC d/b/a Aisthesis		06/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
	Safe Sedation, PLLC		06/25/2012	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA
	Professional Anesthesia Consultants, P.C.		06/25/2012	professional corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>				
<b>Name:</b>	Newspring SBIC Mezzanine Capital II, L.P.			
<b>Street Address:</b>	Radnor Financial Center, Suite 444			
<b>Internal Address:</b>	555 East Lancaster Avenue			
<b>City:</b>	Radnor			
<b>State/Country:</b>	PENNSYLVANIA			
<b>Postal Code:</b>	19087			
<b>Entity Type:</b>	LIMITED PARTNERSHIP: PENNSYLVANIA			
<b>PROPERTY NUMBERS Total: 1</b>				
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
	Serial Number:	85205265	AESTHESIS	
<b>CORRESPONDENCE DATA</b>				
<b>Fax Number:</b>	2158325619			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
<b>Phone:</b>	6105695619			
<b>Email:</b>	pecsenye@blankrome.com			
<b>Correspondent Name:</b>	Timothy D. Pecsenye			
<b>Address Line 1:</b>	One Logan Square			
<b>Address Line 2:</b>	8th Floor			
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998			

OP \$40.00 85205265

TRADEMARK

ATTORNEY DOCKET NUMBER:	137427-00104
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	05/22/2013
<b>Total Attachments: 13</b> source=Newspring-Safe Sedation IP Agreement#page1.tif source=Newspring-Safe Sedation IP Agreement#page2.tif source=Newspring-Safe Sedation IP Agreement#page3.tif source=Newspring-Safe Sedation IP Agreement#page4.tif source=Newspring-Safe Sedation IP Agreement#page5.tif source=Newspring-Safe Sedation IP Agreement#page6.tif source=Newspring-Safe Sedation IP Agreement#page7.tif source=Newspring-Safe Sedation IP Agreement#page8.tif source=Newspring-Safe Sedation IP Agreement#page9.tif source=Newspring-Safe Sedation IP Agreement#page10.tif source=Newspring-Safe Sedation IP Agreement#page11.tif source=Newspring-Safe Sedation IP Agreement#page12.tif source=Newspring-Safe Sedation IP Agreement#page13.tif	

## PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of June 25, 2012, among **SAFE SEDATION MANAGEMENT LLC**, a Delaware limited liability company, d/b/a Aisthesis ("Management Company"), with its chief executive office located at 4416 East West Highway, Suite 210, Bethesda, Maryland 20814, **SAFE SEDATION, PLLC**, a District of Columbia professional limited liability company ("Operating Company"), with its chief executive office located at 4416 East West Highway, Suite 210, Bethesda, Maryland 20814, **PROFESSIONAL ANESTHESIA CONSULTANTS, P.C.**, a Pennsylvania professional corporation ("PAC" and together with Management Company and Operating Company, collectively, the "Debtors" and each a "Debtor"), with its chief executive officer located at 150 South Warner Road, Suite 245, King of Prussia, Pennsylvania 19406, and delivered to **NEWSPRING SBIC MEZZANINE CAPITAL II, L.P.**, as lender (together with its successors and assigns, "Lender"), having a mailing address of Radnor Financial Center, Suite 444, 555 East Lancaster Avenue, Radnor, Pennsylvania 19087.

### BACKGROUND

This Agreement is being executed and delivered to Lender as additional security for the Obligations of Borrowers under that certain Senior Subordinated Term Loan and Security Agreement, dated of even date herewith, among Debtors and Lender (as supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

Debtors have adopted, used and are using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications, if any (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names, if any (collectively, "Trademarks"); copyrights, and copyright applications and licenses, if any (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

NOW, THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Debtor grants to Lender a lien on and security interest in all of its present and future right, title and interest in and to the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Debtor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of such Debtor's knowledge, each of the Assets is valid and enforceable;

(c) To the best of such Debtor's knowledge, Debtors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets listed on Schedule A, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Debtors not to sue third persons, except for Permitted Liens;

(d) Such Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Each of the Assets listed on Schedule A constitute all of the registered Assets, and all applications for any of the foregoing, now owned by Debtors. If, before all Obligations (other than Contingent Obligations) shall have been indefeasibly paid and satisfied in full, Debtors shall obtain rights to any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Debtors shall give Lender prompt written notice thereof along with an amended Schedule A.

3. So long as no Potential Default or Event of Default ("Default") has not occurred and is continuing under the Loan Agreement, Debtors shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists under the Loan Agreement, each Debtor hereby covenants and agrees that Lender, as the holder of a security interest under the UCC, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Debtor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as such Debtor's true and lawful attorney-in-fact, with the power to endorse such Debtor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney as determined in a final non-appealable judgment of a court of competent jurisdiction. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable until all Obligations (other than Contingent Obligations) are indefeasibly paid and satisfied in full.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon full and unconditional satisfaction of all Obligations (other than Contingent Obligations), Lender shall execute and deliver to Debtors all documents reasonably necessary to terminate Lender's security interest in the Assets.

8. Any and all Expenses, of whatever kind or nature (including the reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or, in the case of the occurrence of an Event of Default which is continuing, defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Debtors within ten (10) days of demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. Each Debtor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if such Debtor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its reasonable discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Debtors shall promptly, within ten (10) days of demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Debtors hereunder, in either such Debtor's name or in Lender's name, but at Debtors' expense, and Debtors hereby agree to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

11. No course of dealing among Debtors and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements among Debtors, or any of them, and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

14. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

15. Each Debtor and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.

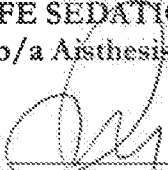
16. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Signature by facsimile or PDF format shall bind the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**DEBTORS:**

**SAFE SEDATION MANAGEMENT LLC**  
d/b/a Anesthesia

By:   
Name: MANU L. CARLSON  
Title: CEO

**SAFE SEDATION, PLLC**

By: \_\_\_\_\_  
Name:  
Title:

**PROFESSIONAL ANESTHESIA  
CONSULTANTS, P.C.**

By: \_\_\_\_\_  
Name:  
Title:

Approved and Accepted:

**NEWSPRING SBIC MEZZANINE CAPITAL II,  
L.P.**

By: NSM SBIC II GP, LP,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTORS:

SAFE SEDATION MANAGEMENT LLC  
d/b/a Aisthesis

By: \_\_\_\_\_  
Name:  
Title:

SAFE SEDATION, PLLC

By: Jim Thomas  
Name: Jim Thomas  
Title: Medical Director

PROFESSIONAL ANESTHESIA  
CONSULTANTS, P.C.

By: \_\_\_\_\_  
Name:  
Title:

Approved and Accepted:

NEWSRING SBIC MEZZANINE CAPITAL II,  
L.P.

By: NSM SBIC II GP, LP,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**DEBTORS:**


**SAFE SEDATION MANAGEMENT LLC**  
d/b/a Aisthesis

By: \_\_\_\_\_  
Name:  
Title:

**SAFE SEDATION, PLLC**

By: \_\_\_\_\_  
Name:  
Title:

**PROFESSIONAL ANESTHESIA  
CONSULTANTS, P.C.**

By:   
Name: James B. Uffner  
Title:

Approved and Accepted:

**NEWSPRING SBIC MEZZANINE CAPITAL II,  
L.P.**

By: NSM SBIC II GP, LP,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTORS:

SAFE SEDATION MANAGEMENT LLC  
d/b/a Aisthesis

By: \_\_\_\_\_

Name:

Title:

SAFE SEDATION, PLLC

By: \_\_\_\_\_

Name:

Title:

PROFESSIONAL ANESTHESIA  
CONSULTANTS, P.C.

By: \_\_\_\_\_

Name:

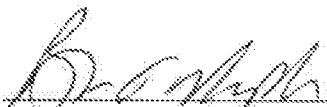
Title:

Approved and Accepted:

NEWSRING SBIC MEZZANINE CAPITAL II,  
L.P.

By: NSM SBIC II GP, LP,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By:  \_\_\_\_\_

Name:

Title:

Brian Murphy  
Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK  
REEL: 005033 FRAME: 0068

**SCHEDULE A**

Trademark / Servicemark	Registration/ Application Number	Registration/ Application Date	Owner
<u>AESTHESIS</u>	<u>85/205,265</u>		<u>Safe Sedation Management LLC</u>

Patent	Registration/ Application Number	Registration/ Application Date	Owner
None.			

Copyright	Registration/ Application Number	Registration/ Application Date	Owner
None.			

**EXHIBIT I**

**PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT**

WHEREAS, [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ]  
("Grantor"), is the registered owner of the assets listed on **Schedule A** attached hereto and made a  
part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business  
at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby  
acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does  
hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to  
the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, dated as of  
June 25, 2012, among Grantor, certain of its affiliates and **NEWSPRING SBIC MEZZANINE  
CAPITAL II, L.P.**, all of its present and future right, title and interest in and to the Assets and all  
proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses  
and Copyrights Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness: \_\_\_\_\_

POWER OF ATTORNEY

Each of SAFE SEDATION MANAGEMENT LLC, a Delaware limited liability company, d/b/a Aisthesis, SAFE SEDATION, PLLC, a District of Columbia professional limited liability company and PROFESSIONAL ANESTHESIA CONSULTANTS, P.C., a Pennsylvania professional corporation (each, a "Grantor"), hereby authorizes NEWSRING SBIC MEZZANINE CAPITAL II, L.P., its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement among Grantors and Grantee dated of even date herewith (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement and listed on Schedule A attached hereto and made a part hereof), to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

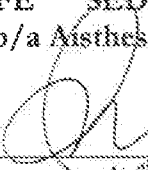
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Agreement and a certain Senior Subordinated Term Loan and Security Agreement bearing even date herewith among Grantee, as lender, and Grantors, as borrowers, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

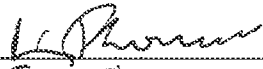
This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney, on this 29<sup>th</sup> day of June, 2012.

SAFE SEDATION MANAGEMENT LLC  
d/b/a Aisthesis

By:   
Name: MARK L. MASON  
Title: CEO

SAFE SEDATION, PLLC

By:   
Name: Jon Thomas  
Title: Medical Director

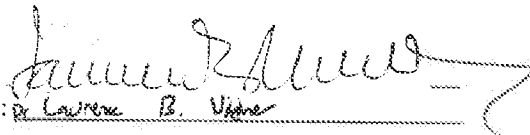
PROFESSIONAL ANESTHESIA  
CONSULTANTS, P.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAFE SEDATION, PLLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROFESSIONAL ANESTHESIA  
CONSULTANTS, P.C.

By:   
Name: Lawrence B. Visher  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO POWER OF ATTORNEY]  
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