### 900282083 03/05/2014

## 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
Urosource Mobile Medical Solutions, Inc.		02/03/2014	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Regions Bank	
Street Address:	150 4th Avenue North	
Internal Address:	10th Floor	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37219	
Entity Type:	banking corporation: ALABAMA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3936534	UROSOURCE

#### **CORRESPONDENCE DATA**

**Fax Number**: 4048817777

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

via US Mail.

Phone: 404-881-7000

Email: betsy.perkins@alston.com

Correspondent Name: Laura Kees

Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	112180/440647		
NAME OF SUBMITTER:	Laura Kees		

TRADEMARK REEL: 005230 FRAME: 0851 D \$40,00 393653

900282083

Signature:	/Laura Kees/		
Date:	03/04/2014		
Total Attachments: 3 source=Urosource Trademark Security Agreement_Executed#page1.tif source=Urosource Trademark Security Agreement_Executed#page2.tif source=Urosource Trademark Security Agreement_Executed#page3.tif			

TRADEMARK REEL: 005230 FRAME: 0852

# GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, UROSOURCE MOBILE MEDICAL SOLUTIONS, INC., a Texas corporation (the "Grantor"), with principal offices at c/o Altaris Health Partners III, L.P., 600 Lexington Avenue, 11th Floor, New York, New York 10022, on this 11th day of February, 2014, assigns and grants to REGIONS BANK, as Collateral Agent (together with its successors and assigns, the "Grantee") with principal offices at 150 4th Avenue North, 10th Floor, Nashville, Tennessee 37219, a security interest in (i) all of such Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition or breach regarding the same (the rights and interests described in clauses (i) through (iv), collectively, the Any "intent-to-use" trademark application for which a statement of use or an amendment to allege use has not been filed shall be excluded from the foregoing assignment and grant of a Security Interest (it being understood that upon filing of such statement of use or an amendment to allege use, the Security Interest shall attach to such trademark application and such trademark application shall immediately constitute "IP Collateral" without any further action on the part of any party).

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of each Grantor, as such term is defined in that certain Security Agreement dated as of February 3, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement) executed by HealthTronics Holdings, Inc. and the other grantors from time to time party thereto in favor of the Grantee, and joined by each Grantor pursuant to that certain Counterpart Agreement dated as of February 3, 2014.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

**ISIGNATURES ON THE FOLLOWING PAGE** 

TRADEMARK
REEL: 005230 FRAME: 0853

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

UROSOURCE MOBILE MEDICAL SOLUTIONS, INC., as Grantor

Title: Secretary

# Schedule A

# **TRADEMARKS**

TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
UROSOURCE	UNITED	REGISTERED	77/936,248	2/16/2010	3936534	3/29/2011
	STATES					
	<u>;</u>	***************************************				

**RECORDED: 03/05/2014** 

TRADEMARK REEL: 005230 FRAME: 0855