

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302328

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PREZIO HEALTH, INC.	FORMERLY Onsite Services Co.	03/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85687812	INTERTWINGULARITY	
<b>Serial Number:</b>	85687783	INTERTWINGLE	
<b>Serial Number:</b>	85687802	INTERTWINGULARITY	
<b>Serial Number:</b>	85687776	INTERTWINGLE	
<b>Serial Number:</b>	85687794	INTERTWINGULARITY	
<b>Serial Number:</b>	85687753	INTERTWINGLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1436 ONSITEPREZIO		
<b>NAME OF SUBMITTER:</b>	ERIN O'BRIEN		

CH \$165.00 85687812

<b>SIGNATURE:</b>	/Erin O'Brien/
<b>DATE SIGNED:</b>	04/22/2014
<b>Total Attachments: 5</b> source=Prezio Health updated IPSA#page1.tif source=Prezio Health updated IPSA#page2.tif source=Prezio Health updated IPSA#page3.tif source=Prezio Health updated IPSA#page4.tif source=Prezio Health updated IPSA#page5.tif	

**SECOND AMENDMENT AND CONSENT TO  
LOAN AND SECURITY AGREEMENT**

This Second Amendment and Consent to Loan and Security Agreement is entered into as of December 28, 2012 (the "Amendment"), by and between COMERICA BANK ("Bank") and PREZIO HEALTH, INC. formerly known as ONSITE SERVICES CO. ("Borrower").

**RECITALS**

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of March 28, 2011, as amended from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of August 1, 2012 (as the same may from time to time be further amended, modified, supplemented or restated, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. **Name Change.** All references in the Loan Documents to "ONSITE SERVICES CO." shall mean and refer to "PREZIO HEALTH, INC". Any reference in the Loan Documents to "Borrower" or "ONSITE SERVICES CO." or other terms that refer to ONSITE SERVICES CO. shall mean and refer to PREZIO HEALTH, INC.
2. **Consent.** Provided that Borrower complies with the terms and conditions of this Amendment and the Agreement after the date hereof, Bank (i) consents to the purchase by Borrower pursuant to those certain Asset Purchase Agreements dated on or about January 4, 2013 between Borrower, Mobile Instrument Service & Repair of Mid-America, Inc., a Kansas corporation, and Gary Cooper (collectively, the "Purchase Agreement") for a total purchase price not to exceed \$4,000,000, of which approximately \$3,250,000 will be due at closing and an additional amount not to exceed \$750,000 for certain earn-out payments as more specifically described in the Purchase Agreement (the "Mobile Instruments Acquisition") and (ii) waives Borrower's failure to comply with Section 7.3 of the Agreement solely as a result of the Mobile Instruments Acquisition. Bank does not consent to any failure by any Borrower to comply with any other provision of the Loan Documents, whether as a result of the Mobile Instruments Acquisition or otherwise. Bank does not waive Borrower's obligations under Section 7.3 after consummation of the Mobile Instruments Acquisition, and Bank does not waive any other failure by Borrower to perform its Obligations under the Loan Documents, whether as a result of the Mobile Instruments Acquisition or otherwise. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after consummation of the Mobile Instruments Acquisition.
3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.
4. Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment (provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete as of such date), and that no Event of Default has occurred and is continuing.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
6. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:
  - (a) this Amendment, duly executed by Borrower;

- (b) corporate resolutions and incumbency certification;
- (c) an amount equal to all Bank Expenses incurred through the date of this Amendment; and
- (d) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A**

**Copyrights**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None.		

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

PREZIO HEALTH, INC

By: 

Name: WILLIAM C. DIRCKS

Title: CFO / SECRETARY

COMERICA BANK

By: 

Name: Walter Weston

Title: VP

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue/ Application Date</b>
Methods and systems for identifying, marking and inventorying large quantities of unique surgical instruments	13,830,688	03/14/13
Modified Rongeur	14/193,650	02/28/14

**EXHIBIT C**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Registration Number</b>
ONSITE	USA	78/835,639	3,407,064
ONSITE	USA	73/392,482	1,286,429
YOUR SURGICAL SOLUTIONS PARTNER	USA	85/408,138	
YOUR SURGICAL SOLUTIONS PARTNER	USA	85/408,124	
YOUR SURGICAL SOLUTIONS PARTNER	USA	85/408,142	
PREZIO	USA	85/387,459	
PREZIO	USA	85/387,472	
PREZIO	USA	85/387,449	
INTERTWINGULARITY	USA	85/687,812	
INTERTWINGLE	USA	85/687,783	
INTERTWINGULARITY	USA	85/687,802	
INTERTWINGLE	USA	85/687,776	
INTERTWINGULARITY	USA	85/687,794	
INTERTWINGLE	USA	85/687,753	