

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313766

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|---|---------------------------------------|-------------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Diagnostic Centers, LLC | | 08/08/2014 | LIMITED LIABILITY COMPANY: D.C. |
| RECEIVING PARTY DATA | | | |
| Name: | ServisFirst Bank | | |
| Street Address: | 611 Commerce Street | | |
| Internal Address: | Suite 3131 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37203 | | |
| Entity Type: | CORPORATION: ALABAMA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76619262 | AMERICAN SLEEP MEDICINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6157420410 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 615-762-7760 | | |
| Email: | trademarks@bassberry.com | | |
| Correspondent Name: | Robert L. Brewer and Martha B. Allard | | |
| Address Line 1: | 150 3rd Avenue South | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Nashville, TENNESSEE 37201 | | |
| ATTORNEY DOCKET NUMBER: | 121032-100 | | |
| NAME OF SUBMITTER: | Martha B. Allard | | |
| SIGNATURE: | /Martha B. Allard/ | | |
| DATE SIGNED: | 08/12/2014 | | |
| Total Attachments: 4 | | | |
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 8, 2014 by and between AMERICAN DIAGNOSTIC CENTERS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 7900 Belfort Parkway, Suite 300, Jacksonville, Florida 32256, and SERVISFIRST BANK, as Lender (the "Bank"), with offices at The Tower – Suite 3131, 611 Commerce Street, Nashville, Tennessee 37203, entered into in connection with that certain Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among American Sleep Medicine, LLC, a Florida limited liability company ("American Sleep"), the Guarantors (as defined in the Loan Agreement), including the Grantor, and the Bank.

This Agreement is executed pursuant to the terms of a Security Agreement dated as of the date hereof by and among the Grantor, the other Guarantors (as defined in the Loan Agreement) and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A (collectively, "Trademarks"),
- (ii) all renewals or extensions of the foregoing, and
- (iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.

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

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

AMERICAN DIAGNOSTIC CENTERS, LLC,
as Grantor

By: [Signature]
Name: Serry W. Lauch
Title: Chairman

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Monterey

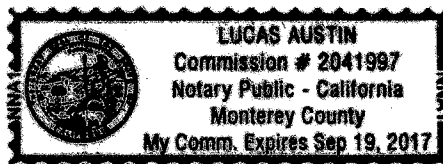
I, Lucas Austin, a Notary Public for said County and State, do hereby certify that Serry W. Lauch personally appeared before me this day and stated that (s)he is Chairman of AMERICAN DIAGNOSTIC CENTERS, LLC and acknowledged, on behalf of American Diagnostic Center LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 8th day of August, 2014.

[Signature]
Notary Public

My commission expires:


Sep 19, 2017



[Signature Pages Continue]

Agreed and Accepted as of the
date first written above.

SERVISFIRST BANK,
as Bank

By: 
Name: Bill Boney
Title: SVP

Schedule A

Trademarks

Trade names:

American Sleep Medicine

American Sleep Products

American Diagnostic Centers

Trademarks:

American Sleep Medicine USPTO Serial No. 76619262

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