

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Trademarks)
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sheridan Healthcare, Inc.		07/16/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	580 Crosspoint Pkwy
Internal Address:	CRMS Documentation Unit
City:	Getzville
State/Country:	NEW YORK
Postal Code:	14068
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3582444	SHERIDAN HEALTHCARE
Registration Number:	3632476	SHERIDAN
Registration Number:	3628136	SHERIDAN
Registration Number:	3938824	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	4015454	PREMIEHR
Registration Number:	3938825	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	4219272	CARE WRITEHR
Registration Number:	4219271	CARE WRITEHR
Registration Number:	4355282	THE CLINICAL PRACTICE OF LEAN
Registration Number:	4438397	PERFORMANCE-DRIVEN PHYSICIAN SERVICES

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

TRADEMARK

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049133-0101

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 08/13/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of July 16, 2014, among each Person listed on the signature pages hereof (each such Person, other than the Collateral Agent, “Grantor”), and Citibank, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of July 16, 2014 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the “Security Agreement”), among each of the subsidiaries of AmSurg Corp., a Delaware corporation (the “Borrower”) listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof, and the Collateral Agent, or in the Credit Agreement, as applicable.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to, as applicable, the Security Agreement or the Pledge Agreement (TN Credit Parties), each Grantor has agreed to execute or otherwise authenticate and deliver this Agreement for recording the security interest granted under, as applicable, the Security Agreement or the Pledge Agreement (TN Credit Parties) to the Collateral Agent in such Grantor’s U.S. Registered Intellectual Property with the United States Patent and Trademark and any other Governmental Authorities located in the United States necessary to perfect the security interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. As security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby transfers, assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to Liens permitted under the Credit Agreement) in and to all of the following assets and properties, whether now owned or existing or hereafter acquired or existing or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”):

all United States trademarks, service marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, now existing or hereafter adopted or acquired, whether registered or unregistered, and all registrations, recordings and applications for registration filed in connection with the foregoing, including registrations, recordings and applications for registration in the United States Patent and Trademark Office, including the United States Trademark registrations and applications set forth on Schedule A hereto, and all

common-law rights related thereto, (b) all goodwill associated therewith or symbolized thereby, (c) all extensions or renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; excluding, for the avoidance of doubt, any United States “intent-to-use” trademark application filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties under the Secured Debt Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of, as applicable, the Security Agreement or the Pledge Agreement (TN Credit Parties). Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in, as applicable, the Security Agreement or the Pledge Agreement (TN Credit Parties), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of, as applicable, the Security Agreement or the Pledge Agreement (TN Credit Parties), the terms of, as applicable, the Security Agreement or the Pledge Agreement (TN Credit Parties) shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

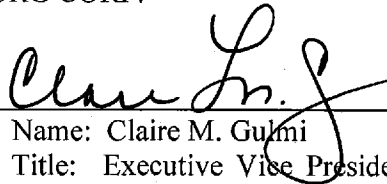
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect), each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

AMSURG CORP.

By: _____



Name: Claire M. Gulmi

Title: Executive Vice President and Chief
Financial Officer

SHERIDAN HEALTHCARE, INC.

By: _____

Name: Jay A. Martus

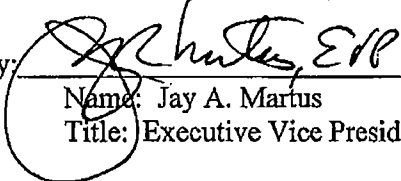
Title: Executive Vice President

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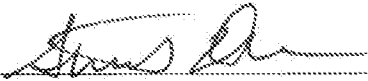
AMSURG CORP.

By: _____
Name: Claire M. Gulmi
Title: Executive Vice President and Chief
Financial Officer

SHERIDAN HEALTHCARE, INC.

By:  _____
Name: Jay A. Martus
Title: Executive Vice President

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Stuart Dickson
Title: Vice President

[Signature page to Intellectual Property Security Agreement (Trademarks)]

SCHEDULE A TO THE
AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
AmSurg Corp.	CATARACT INNOVATOR & Design	April 18, 2014	Pending ITU	86256534
AmSurg Corp.	AMSURG	November 15, 2006/ February 26, 2008	Registered	77044946/ 3387524
Sheridan Healthcare, Inc.	Sheridan Healthcare	2/5/2008 / 3/3/2009	Registered	77/389255 / 3582444
Sheridan Healthcare, Inc.	Sheridan Color Diamond ¹	2/5/2008 / 6/2/2009	Registered	77/389254 / 3632476
Sheridan Healthcare, Inc.	Sheridan Black Diamond ²	2/13/2008 / 5/26/2009	Registered	77/396341 / 3628136
Sheridan Healthcare, Inc.	PremieHR drawing of a sleeping child above the words	12/23/2009 / 3/29/2011	Registered	77/900386 / 3938824
Sheridan Healthcare, Inc.	PremieHR	1/13/2011 / 8/23/2011	Registered	85/217116 / 4015454
Sheridan Healthcare, Inc.	PremieHR Neonatology Services	12/23/2009 / 3/29/2011	Registered	77/900388 / 3938825
Sheridan Healthcare, Inc.	CARE WritEHR & Design	9/9/2011 / 10/2/2012	Registered	85/419177 / 4219272
Sheridan Healthcare, Inc.	CARE WritEHR	9/9/2011 / 10/2/2012	Registered	85/419165 / 4219271
Sheridan Healthcare, Inc.	The Clinical Practice of Lean	5/10/2012 / 6/18/2013	Registered	85/621869 / 4355282
Sheridan Healthcare, Inc.	PERFORMANCE-DRIVEN PHYSICIAN SERVICES	7/25/2012 / 11/26/2013	Registered	85/686454 / 4438397
Sheridan Healthcare, Inc.	Kaizenology the Science of Improvement	2/15/2012	Pending ITU	85/543829

¹ No longer in active use and will not be renewed upon expiration on 6/2/2015.

² No longer in active use and will not be renewed upon expiration on 5/26/2015.

			suspended	
Sheridan Healthcare, Inc.	Kaizenology	2/15/2012	Pending ITU suspended	85/543826
Sheridan Healthcare, Inc.	KAIZENOLOGY & Design	5/9/2012	Pending ITU suspended	85/620939
Sheridan Healthcare, Inc.	S H E R I D A N & Design	7/25/2012	Pending ITU	85/686457
Sheridan Healthcare, Inc.	Sheridan logo & design	7/25/12	Pending ITU	85/982151