

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326146

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SURGICAL CARE AFFILIATES, LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	IL1-11454/54/63 P.O. BOX 6026		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85813884	ECOSYSTEM	
<b>Serial Number:</b>	85813939	CLINICAL FIRST	
<b>Serial Number:</b>	85813909	MDETECTIVE	
<b>Serial Number:</b>	86371274	SCA INSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<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>			
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39870		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	12/15/2014		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2014 (this “**Agreement**”), between SURGICAL CARE AFFILIATES, LLC (the “**Grantor**”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of June 29, 2007, as supplemented by Supplement No. 1 dated December 16, 2010 (as further amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Surgical Care Affiliates, Inc. (“**Holdings**”), the Grantor, certain Subsidiaries of the Grantor from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Grantor are set forth in the Credit Agreement dated as of June 29, 2007, as amended and restated as of June 30, 2011 (as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, JPMorgan Chase Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Grantor and will derive substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Security Agreement, as applicable. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, and
- (b) all goodwill connected with the use of and symbolized thereby.

Section 3. Termination. This Agreement is made to secure the satisfactory payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor’s obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may reasonably request, at the cost and expense of the Grantor, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory payment, the Administrative Agent shall, at such Grantor’s cost and expense, reasonably cooperate with any efforts

made by a Grantor to make of record or otherwise confirm such satisfaction, including the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


Section 5. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

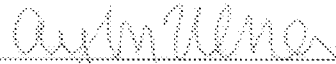
**[Signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SURGICAL CARE AFFILIATES, LLC,**  
as the Grantor,

By:   
Name: RICHARD L. SHARFF, JR.  
Title: EXECUTIVE VICE PRESIDENT

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By:   
Name:  Amy M. Ukens  
Title: Vice President

**Schedule I to  
Trademark Security Agreement**

**United States Trademarks, Service Marks and Trademark Applications**

<b>Grantor</b>	<b>Trademark or Service Mark Application</b>	<b>Date Filed</b>	<b>Registration No.</b>
Surgical Care Affiliates, LLC	ECOSYSTEM	1/2/2013	85/813884 (USPTO)
Surgical Care Affiliates, LLC	CLINICAL FIRST	1/2/2013	85/813939 (USPTO)
Surgical Care Affiliates, LLC	MDETECTIVE	1/2/2013	85/813909 (USPTO)

<b>Grantor</b>	<b>Trademark or Service Mark Application</b>	<b>Date Filed</b>	<b>Application No. and Jurisdiction</b>
Surgical Care Affiliates, LLC	SCA INSIGHT	8/9/2014	86/371274 (USPTO)