

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nobilis Health Corp.	FORMERLY Northstar Healthcare Inc.	03/31/2015	CORPORATION: BRITISH COLUMBIA
Northstar Healthcare Acquisitions, L.L.C.		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
Athas Health LLC		03/31/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86375413		
Serial Number:	86375409	NOBILIS HEALTH	
Registration Number:	4555939	CURASPINE	
Registration Number:	4555938	NUESTEP	
Registration Number:	4555937	STEP AWAY FROM FOOT PAIN	
Serial Number:	77892043	NORTHSTAR HEALTHCARE	
Registration Number:	3444878		
Registration Number:	4041538	ACCURASCOPE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		

TRADEMARK

Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	2060236-0109
NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	04/03/2015
Total Attachments: 8 source=Nobilis-GECC - Trademark Security Agreement (Executed)#page1.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page2.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page3.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page4.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page5.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page6.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page7.tif source=Nobilis-GECC - Trademark Security Agreement (Executed)#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the NORTHSTAR HEALTHCARE ACQUISITIONS, L.L.C., a Delaware limited liability company (“Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation, or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NOBILIS HEALTH CORP.,
as a Grantor

By: [Signature]
Name: Chris A. Wertz
Title: CEO

NORTHSTAR HEALTHCARE ACQUISITIONS, L.L.C.,
as a Grantor

By: [Signature]
Name: Chris A. Wertz
Title: CEO

ATHAS HEALTH LLC,
as a Grantor

By: Northstar Healthcare Subco, L.L.C.,
its sole member

By: [Signature]
Name: Chris A. Wertz
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:


Name: R. Hanes Whiteley

Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of Texas)
County of Dallas) ss.

On this 31 day of March, 2015 before me personally appeared Chris Lloyd, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nobilis Health Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cristina Wilcox
Notary Public

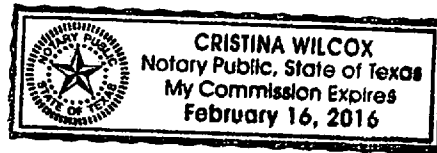


ACKNOWLEDGMENT OF GRANTOR

State of Texas)
County of Dallas) ss.

On this 31 day of March, 2015 before me personally appeared Chris Lloyd, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Northstar Healthcare Acquisitions, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said corporation.

Cristina Wilcox
Notary Public



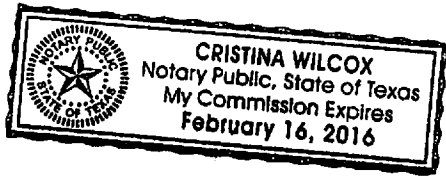
ACKNOWLEDGMENT OF GRANTOR

State of Texas)
County of Dallas)

ss.

On this 31 day of March, 2015 before me personally appeared Chris Lloyd, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Athas Health LLC, who being by me duly sworn did depose and say that he is an authorized officer of the sole Member of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its sole Member and that he acknowledged said instrument to be the free act and deed of said corporation.

Cristina Wilcox
Notary Public





SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

WORD MARK	COUNTRY	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	OWNER (APPLICANT)
 [DESIGN ONLY]	US	86/375,413	08/23/2014			Nobilis Health Corp. (f/k/a "Northstar Healthcare Inc.")
NOBILIS HEALTH	US	86/375,409	08/23/2014			Nobilis Health Corp. (f/k/a "Northstar Healthcare Inc.")
CuraSpine	US	86/119,450	11/14/2013	4555939	06/24/2014	Nobilis Health Corp. (f/k/a "Northstar Healthcare Inc.")
NUESTEP	US	86/119,447	11/14/2013	4555938	06/24/2014	Nobilis Health Corp. (f/k/a "Northstar Healthcare Inc.")
STEP AWAY FROM FOOT PAIN	US	86/119,444	11/14/2013	4555937	06/24/2014	Nobilis Health Corp. (f/k/a "Northstar Healthcare Inc.")
NORTHSTAR HEALTHCARE	US	77/892,043	12/11/2009			Nobilis Health Corp. (f/k/a "Northstar Healthcare Inc.")
 [DESIGN ONLY]	US	77/301,109	10/10/2007	3444878	06/10/2008	Northstar Healthcare Acquisitions, L.L.C.
ACCURASCOPE	US	85/267,410	03/15/2011	4041538	10/18/2011	Athas Health LLC