

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MiraMed Global Services, Inc.		06/05/2015	CORPORATION: MICHIGAN
Anesthesia Business Consultants, LLC		06/05/2015	LIMITED LIABILITY COMPANY: MICHIGAN
Plexus Management Group, LLC		06/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
Plexus Technology Group, LLC		06/05/2015	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Rd.		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4509332	MIRAMED A GLOBAL SERVICES COMPANY	
Registration Number:	4418587	MIRAMED	
Registration Number:	4509331	MIRAMED A GLOBAL SERVICES COMPANY	
Registration Number:	3325207	MIRAMED	
Serial Number:	85749368	ANESTHESIA BUSINESS CONSULTANTS	
Registration Number:	4467466	F1RSTUSE	
Registration Number:	4438460	ONESOURCEANESTHESIA	
Registration Number:	4660537	WE DON'T PRACTICE MANAGEMENT. WE MANAGE	
Serial Number:	86281471	MEDICART	
Registration Number:	4035734	ANESTHESIA TOUCH	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$265.00 4509332

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	06/09/2015

Total Attachments: 7

- source=MiraMed -- executed IP Security Agreement (Trademarks)#page1.tif
- source=MiraMed -- executed IP Security Agreement (Trademarks)#page2.tif
- source=MiraMed -- executed IP Security Agreement (Trademarks)#page3.tif
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- source=MiraMed -- executed IP Security Agreement (Trademarks)#page6.tif
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 5, 2015, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of June 5, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among MiraMed Global Services, Inc. and certain of its affiliates from time to time signatory thereto (collectively, the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement dated as of June 5, 2015, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor hereby grants to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements

listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof (the parties agree that any intent-to-use trademark applications are specifically excluded from this Agreement for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office), and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between the Security Agreement and this Agreement, the Security Agreement shall take precedence.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such

Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if Debtors satisfy the obligations under the Credit Agreement.

SECTION 5. Acknowledgment. The parties do hereby further acknowledge and affirm that the rights and remedies of the parties are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

MIRAMED GLOBAL SERVICES, INC.

By: 
Hamid Mirafzali
Its: President

**ANESTHESIA BUSINESS CONSULTANTS,
LLC**

By: 
Hamid Mirafzali
Its: President

PLEXUS MANAGEMENT GROUP, LLC

By: 
Hamid Mirafzali
Its: Chief Executive Officer

PLEXUS TECHNOLOGY GROUP, LLC

By: 
Hamid Mirafzali
Its: Chief Executive Officer

SECURED PARTY:



COMERICA BANK, as Agent

By: Lori A. Magurek

Its: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	85/876272	3/14/13	4,509,332	4/8/14	MiraMed Global Services, Inc. (a Michigan corporation)
MIRAMED	85/876269	3/14/13	4,418,587	10/15/13	MiraMed Global Services, Inc. (a Michigan corporation)
MIRAMED A GLOBAL SERVICES COMPANY	85/876266	3/14/13	4,509,331	4/8/14	MiraMed Global Services, Inc. (a Michigan corporation)
MIRAMED	76/615012	10/7/04	3,325,207	10/30/07	MiraMed Global Services, Inc. (a Michigan corporation)
	85/749368	10/9/12	n/a	n/a	Anesthesia Business Consultants (a Michigan LLC)
FIRSTUSE	85/729816	9/14/12	4,467,466	1/14/14	Anesthesia Business Consultants (a Michigan LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
ONESOURCEANESTHESIA	85/715013	8/28/12	4,438,460	11/26/13	Anesthesia Business Consultants (a Michigan LLC)
WE DON'T PRACTICE MANAGEMENT. WE MANAGE PRACTICES.	86/020630	7/26/13	4,660,537	12/23/14	Plexus Management Group, Inc. (a Massachusetts corporation)
MEDICART	86/281471	5/14/14	n/a	n/a	Plexus Technology Group, LLC (a Michigan LLC)
ANESTHESIA TOUCH	77/956412	3/11/10	4,035,734	10/4/11	Plexus Technology Group, LLC (a Michigan LLC)