

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Surgical Assistants, Inc.		07/24/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Spell Capital Mezzanine Partners SBIC, LP		
Street Address:	222 South Ninth Street		
Internal Address:	Suite 2880		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3371749	ASA AMERICAN SURGICAL ASSISTANTS	
Registration Number:	4540906	AMERICAN SURGICAL PROFESSIONALS	
Registration Number:	4583491	AMERICAN SURGICAL PROFESSIONALS	
Registration Number:	4567969	PARTNERS FOR IMPROVING OUTCOMES	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778400		
Email:	ip@briggs.com		
Correspondent Name:	Briggs and Morgan, P.A.		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	41969.8		
NAME OF SUBMITTER:	Audrey J. Babcock		
SIGNATURE:	/Audrey J. Babcock/		
DATE SIGNED:	07/29/2015		

CH \$115.00 3371749

Total Attachments: 8

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This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of July 24, 2015, among (i) SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, a Delaware limited partnership (the "Subordinated Creditor"); (ii) AH HOLDINGS, INC., a Delaware corporation (the "Parent"), AMERICAN SURGICAL HOLDINGS, INC., a Delaware corporation ("Holdings"), and together with the Parent, individually a "Guarantor" and individually and collectively the "Guarantors"), AMERICAN SURGICAL ASSISTANTS, INC., a Texas corporation (the "Borrower Agent"), certain other subsidiaries of Holdings party thereto (together with the Borrower Agent, individually a "Borrower" and individually and collectively the "Borrowers"; the Guarantors and the Borrowers, individually a "Loan Party" and individually and collectively the "Loan Parties"); and (iii) CADENCE BANK, N.A., a national banking association ("Cadence"), to the indebtedness (including interest) owed by the Loan Parties, and the security interests and liens securing such indebtedness, as described in that certain Credit Agreement dated as of July 24, 2015, between the Borrowers and Cadence, and the other Loan Documents described therein, and any other Senior Debt Documents as provided in the Subordination Agreement, in each case as the same may have been and hereafter may be amended, supplemented or otherwise modified from time to time, and to indebtedness refinancing the foregoing as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 24, 2015 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the undersigned (the "Grantor") in favor of Spell Capital Mezzanine Partners SBIC, LP, as the Purchaser under the Purchase Agreement.

RECITALS

WHEREAS, pursuant to that certain Note Purchase Agreement of even date herewith by and among AH HOLDINGS, INC., a Delaware corporation (the "Parent"), AMERICAN SURGICAL HOLDINGS, INC., a Delaware corporation ("Holdings"), the Borrowers listed on Schedule 1 thereto, AMERICAN SURGICAL ASSISTANTS, INC., a Texas corporation (the "Borrower Agent"), and SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP (the "Purchaser") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") and pursuant to that certain Guarantee and Collateral Agreement of even date herewith by and among the Parent, Holdings, the Borrowers and the Purchaser (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Purchase Agreement, the Purchaser has agreed to make certain extensions of credit to the Borrowers under the Purchase Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Purchaser to make extensions of credit to the Borrowers under the Purchase Agreement that the Grantor execute and deliver this Intellectual Property Security Agreement to the Purchaser for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantor desires to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. GRANT OF SECURITY. The Grantor hereby grants to the Purchaser, a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

thereof), and (6) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Property, as defined in the Guarantee and Collateral Agreement (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. INTENTIONALLY OMITTED.

SECTION 4. GOVERNING LAW. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, THIS INTELLECTUAL PROPERTY SECURITY 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 MINNESOTA WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE LAWS OF A PARTICULAR JURISDICTION OTHER THAN THE STATE OF MINNESOTA GOVERN THE PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON AND SECURITY INTERESTS IN THE COLLATERAL.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Purchase Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Purchase Agreement, the provisions of the Guarantee and Collateral Agreement or the Purchase Agreement shall govern.

SECTION 6. RELEASE. Upon the consummation of any disposition of Intellectual Property Collateral to any third party pursuant to a transaction permitted by the terms of the Purchase Agreement and receipt by the Purchaser of the net cash proceeds thereof to the extent required pursuant to the terms of the Purchase Agreement, the security interest granted hereby in such Intellectual Property Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Purchaser shall

promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Purchase Agreement, upon Grantor's request, Purchaser will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

[Signature Page Follows]

AMERICAN SURGICAL ASSISTANTS, INC.



By: David Richardson

Name: David Richardson

Title: Treasurer and Secretary

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARKS]

Schedule 1 to Intellectual Property Security Agreement
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Owner	Mark	Registration No.	Registration Date
American Surgical Assistants, Inc.	American Surgical Assistants, Inc.		3371749	January 22, 2008
American Surgical Assistants, Inc.	American Surgical Assistants, Inc. d/b/a American Surgical Professionals	AMERICAN SURGICAL PROFESSIONALS	4540906	May 27, 2014
American Surgical Assistants, Inc.	American Surgical Assistants, Inc. d/b/a American Surgical Professionals	 AMERICAN SURGICAL PROFESSIONALS	4583491	August 12, 2014
American Surgical Assistants, Inc.	American Surgical Assistants, Inc. d/b/a American Surgical Professionals	PARTNERS FOR IMPROVING OUTCOMES	4567969	July 15, 2014

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

None.

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.