

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOBILIS HEALTH CORP.		08/19/2016	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86905530	MIRI	
Serial Number:	86905510	MIRI	
Serial Number:	86913884	EVOLVE THE EXPERTS IN WEIGHT LOSS SURGER	
Serial Number:	86913854	M TCA	
Serial Number:	86913809	MIGRAINE TREATMENT CENTERS OF AMERICA	
Serial Number:	86913744	NORTH AMERICAN SPINE	
Serial Number:	86915839	NORTH AMERICAN SPINE THE LEADER IN MINIM	
Serial Number:	86913708	OMEGA	
Serial Number:	86923877	ONWARD	
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:	AARON J. PICKELL		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
NAME OF SUBMITTER:	Aaron J. Pickell		

OP \$240.00 86905530

SIGNATURE:	/Aaron J. Pickell/
DATE SIGNED:	08/23/2016
Total Attachments: 6 source=Active_81542267_1_Executed Trademark Security Agreement - Nobilis (2016)#page1.tif source=Active_81542267_1_Executed Trademark Security Agreement - Nobilis (2016)#page2.tif source=Active_81542267_1_Executed Trademark Security Agreement - Nobilis (2016)#page3.tif source=Active_81542267_1_Executed Trademark Security Agreement - Nobilis (2016)#page4.tif source=Active_81542267_1_Executed Trademark Security Agreement - Nobilis (2016)#page5.tif source=Active_81542267_1_Executed Trademark Security Agreement - Nobilis (2016)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2016, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Healthcare Financial Solutions, LLC, a Delaware limited liability company (as the successor in interest to General Electric Capital Corporation), 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 Agent, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 31, 2015 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, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Seventh Amendment to Credit Agreement dated as of the date hereof and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement, 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. The 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 the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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, the 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: 

Name: Matthew K. Maruca

Title: General Counsel

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
(as the successor in interest to GENERAL ELECTRIC
CAPITAL CORPORATION),

as Agent

By: 

Name: R. Hines Whiteley

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

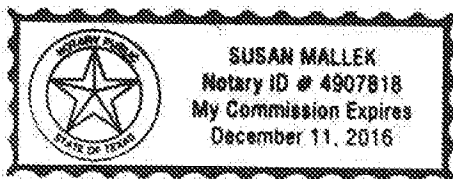
State of Texas)

County of Harris)

ss.

On this 16th day of August, 2016 before me personally appeared Matthew K. Maruca, 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.


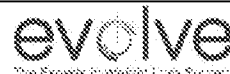

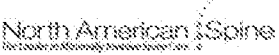
Susan Maliek
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER /GRANTOR (APPLICANT)
	US	86/905530	02/11/2016			Nobilis Health Corp.
MIRI	US	86/905510	02/11/2016			Nobilis Health Corp.
 <small>The Experts in Weight Loss Surgery</small>	US	86/913884	02/19/2016			Nobilis Health Corp.
	US	86/913854	02/19/2016			Nobilis Health Corp.
MIGRAINE TREATMENT CENTERS OF AMERICA	US	86/913809	02/19/2016			Nobilis Health Corp.
NORTH AMERICAN SPINE	US	86/913744	02/19/2016			Nobilis Health Corp.
 <small>for lower back and neck pain</small>	US	86/915839	02/22/2016			Nobilis Health Corp.
OMEGA	US	86/913708	02/19/2016			Nobilis Health Corp.
ONWARD	US	86/923877	02/29/2016			Nobilis Health Corp.