

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northstar Healthcare Acquisitions, L.L.C.		10/28/2016	Limited Liability Company: DELAWARE
Nobilis Health Corp.		10/28/2016	Corporation: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Compass Bank, as administrative agent
Street Address:	8080 N. Central Expressway
Internal Address:	Suite 400
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Chartered Bank: ALABAMA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4805340	NOBILIS HEALTH
Registration Number:	3444878	
Registration Number:	4555939	CURASPINE
Registration Number:	4555938	NUESTEP
Registration Number:	4555937	STEP AWAY FROM FOOT PAIN
Registration Number:	4041538	ACCURASCOPE
Registration Number:	5048824	MIRI
Registration Number:	5045253	MIRI
Registration Number:	5045527	OMEGA
Registration Number:	4805341	
Serial Number:	77892043	NORTHSTAR HEALTHCARE
Serial Number:	86913744	NORTH AMERICAN SPINE
Serial Number:	86915839	NORTH AMERICAN SPINE THE LEADER IN MINIM
Serial Number:	86913884	EVOLVE THE EXPERTS IN WEIGHT LOSS SURGER
Serial Number:	86913854	M TCA
Serial Number:	86913809	MIGRAINE TREATMENT CENTERS OF AMERICA

OP \$440.00 4805340

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86923877	ONWARD

CORRESPONDENCE DATA

Fax Number: 7037125050

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.

Phone: 7037125361

Email: scotugno@mcguirewoods.com

Correspondent Name: Shannon Cotugno

Address Line 1: 1750 Tysons Blvd

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Shannon Cotugno
SIGNATURE:	/Shannon Cotugno/
DATE SIGNED:	10/31/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is entered into as of October 28, 2016 by and among each of the entities listed on the signature page hereof (the "Grantors" and each, a "Grantor") and **COMPASS BANK**, in its capacity as administrative agent (together with its successors and assigns, "Administrative Agent") for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Northstar Healthcare Acquisitions, L.L.C. (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used herein, to the extent not defined herein, are used as defined in the Credit Agreement.

WHEREAS, each Grantor has agreed, pursuant to the terms of that certain Guaranty and Security Agreement of even date hereto in favor of Administrative Agent (as the same may be amended, restated, supplemented and/or modified from time to time, "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); 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 IP Agreement;

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and the other Loan Documents, each Grantor grants to Administrative Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor's right, title and interest in, its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach and injury, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (in each case, other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark). Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable governmental authority record this IP Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which

together shall constitute the same instrument. This IP Agreement shall be construed in accordance with and governed by the laws of the State of New York. This IP Agreement is a Loan Document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

NORTHSTAR HEALTHCARE ACQUISITIONS,
L.L.C.

By: 

Name: Matthew Maruca

Title: General Counsel

NOBILIS HEALTH CORP.

By: 

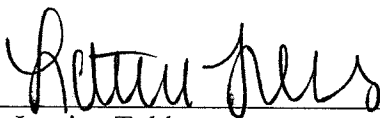
Name: Matthew Maruca

Title: General Counsel

ACCEPTED AND AGREED, as of the date written above,

ADMINISTRATIVE AGENT

COMPASS BANK

By: 

Name: Latrice Tubbs

Title: Vice President

SCHEDULE A
Copyrights

None.

[Schedule A to Intellectual Property Security Agreement]

83326333

TRADEMARK
REEL: 005910 FRAME: 0756

SCHEDULE B
Patents

None.

[Schedule B to Intellectual Property Security Agreement]

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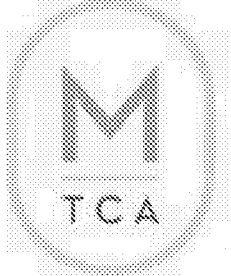

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SCHEDULE C

TRADEMARKS

Mark	Type	Owner	Status	App./Reg. #
NOBILIS HEALTH	Word Mark	Nobilis Health Corp.	Registered	Reg. No. 4,805,340
NORTHSTAR HEALTHCARE	Service Mark	Nobilis Health Corp.	Application	App. No. 77892043
	Service Mark	Northstar Healthcare Acquisitions, L.L.C.	Registered	Reg. No. 3,444,878
	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 4,555,939
NUESTEP	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 4,555,938
STEP AWAY FROM FOOT PAIN	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 4,555,937
AccuraScope	Trade Mark	Nobilis Health Corp.	Registered	Reg. No. 4,041,538
North American Spine	Word Mark	Nobilis Health Corp.	Application	App. No. 86913744
	Service Mark	Nobilis Health Corp.	Application	App. No. 86915839
	Service Mark	Nobilis Health Corp.	Application	App No. 86913884
	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 5,048,824
MIRI	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 5,045,253

[Schedule C to Intellectual Property Security Agreement]

	Service Mark	Nobilis Health Corp.	Application	App No. 86913854
MIGRAINE TREATMENT CENTERS OF AMERICA	Word Mark	Nobilis Health Corp.	Application	App. No. 86913809
OMEGA	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 5,045,527
ONWARD	Word Mark	Nobilis Health Corp.	Application	App. No. 86923877
	Service Mark	Nobilis Health Corp.	Registered	Reg. No. 4,805,341

[Schedule C to Intellectual Property Security Agreement]

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RECORDED: 10/31/2016

**TRADEMARK
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