

900391132 01/12/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		12/01/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AmSurg Corp.		
Street Address:	1A Burton Hills Blvd		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3387524	AMSURG	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0101		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	01/12/2017		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

11/11/16
2/24/2017

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of December 1, 2016 by CITIBANK, N.A., in its capacity as Collateral Agent for the Secured Parties (together with any successors in such capacity, the "Collateral Agent"), in favor of AMSURG CORP., a ~~Delaware~~ ^{Tennessee} corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that Security Agreement, dated as of July 16, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") between the Grantor and the Collateral Agent pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement (Trademarks), dated as of July 16, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intellectual Property Security Agreement (Trademarks)"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement (Trademarks) was recorded with the United States Patent and Trademark Office on August 13, 2014 at Reel 5343 Frame 0145 for Sheridan Healthcare, Inc. and at Reel 5343 Frame 0160 for Amsurg Corp.;

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement (Trademarks), the Grantor transferred, assigned and pledged to the Collateral Agent, for the benefit of the Secured Parties, and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in and continuing lien on all of Grantor's right, title and interest in and to all of the following assets and properties, whether then owned or existing or thereafter acquired or existing in which Grantor has any right, title or interest: (a) all United States trademarks, service marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, now existing or hereafter adopted or acquired, whether registered or unregistered, and all registrations, recordings and applications for registration filed in connection with the foregoing, including registrations, recordings and applications for registration in the United States Patent and Trademark Office, including the United States Trademark registrations and applications set forth on **Schedule A** hereto, and all common-law rights related thereto, (b) all goodwill associated therewith or symbolized thereby, (c) all extensions or renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; excluding, for the avoidance of doubt, any United States "intent-to-use" trademark application filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (the "Intellectual Property Collateral"); and


WHEREAS, the Collateral Agent desires to terminate and release the Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Intellectual Property Collateral, and retransfers and reassigns to the Grantor any right, title or interest the Collateral Agent may have in, to or under the Intellectual Property Collateral.

[Signature Page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

CITIBANK, N.A., as Collateral Agent

By: 
Name: Michael Tortora
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005966 FRAME: 0437

SCHEDULE A
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
<u>AmSurg Corp.</u>	<u>CATARACT INNOVATOR & Design</u>	<u>April 18, 2014</u>	<u>Pending ITU</u>	<u>86256534</u>
<u>AmSurg Corp.</u>	<u>AMSURG</u>	<u>November 15, 2006/ February 26, 2008</u>	<u>Registered</u>	<u>77044946/ 3387524</u>
<u>Sheridan Healthcare, Inc.</u>	<u>Sheridan Healthcare</u>	<u>2/5/2008 / 3/3/2009</u>	<u>Registered</u>	<u>77/389255 / 3582444</u>
<u>Sheridan Healthcare, Inc.</u>	<u>Sheridan Color Diamond¹</u>	<u>2/5/2008 / 6/2/2009</u>	<u>Registered</u>	<u>77/389254 / 3632476</u>
<u>Sheridan Healthcare, Inc.</u>	<u>Sheridan Black Diamond²</u>	<u>2/13/2008 / 5/26/2009</u>	<u>Registered</u>	<u>77/396341 / 3628136</u>
<u>Sheridan Healthcare, Inc.</u>	<u>PremieHR drawing of a sleeping child above the words</u>	<u>12/23/2009 / 3/29/2011</u>	<u>Registered</u>	<u>77/900386 / 3938824</u>
<u>Sheridan Healthcare, Inc.</u>	<u>PremieHR</u>	<u>1/13/2011 / 8/23/2011</u>	<u>Registered</u>	<u>85/217116 / 4015454</u>
<u>Sheridan Healthcare, Inc.</u>	<u>PremieHR Neonatology Services</u>	<u>12/23/2009 / 3/29/2011</u>	<u>Registered</u>	<u>77/900388 / 3938825</u>
<u>Sheridan Healthcare, Inc.</u>	<u>CARE WritEHR & Design</u>	<u>9/9/2011 / 10/2/2012</u>	<u>Registered</u>	<u>85/419177 / 4219272</u>
<u>Sheridan Healthcare, Inc.</u>	<u>CARE WritEHR</u>	<u>9/9/2011 / 10/2/2012</u>	<u>Registered</u>	<u>85/419165 / 4219271</u>
<u>Sheridan Healthcare, Inc.</u>	<u>The Clinical Practice of Lean</u>	<u>5/10/2012 / 6/18/2013</u>	<u>Registered</u>	<u>85/621869 / 4355282</u>
<u>Sheridan Healthcare, Inc.</u>	<u>PERFORMANCE-DRIVEN PHYSICIAN SERVICES</u>	<u>7/25/2012 / 11/26/2013</u>	<u>Registered</u>	<u>85/686454 / 4438397</u>
<u>Sheridan Healthcare, Inc.</u>	<u>Kaizenology the Science of Improvement</u>	<u>2/15/2012</u>	<u>Pending ITU suspended</u>	<u>85/543829</u>
<u>Sheridan Healthcare, Inc.</u>	<u>Kaizenology</u>	<u>2/15/2012</u>	<u>Pending ITU suspended</u>	<u>85/543826</u>
<u>Sheridan Healthcare, Inc.</u>	<u>KAIZENOLOGY & Design</u>	<u>5/9/2012</u>	<u>Pending ITU suspended</u>	<u>85/620939</u>

¹ No longer in active use and will not be renewed upon expiration on 6/2/2015.

² No longer in active use and will not be renewed upon expiration on 5/26/2015.

Execution Version

<u>Sheridan Healthcare, Inc.</u>	<u>S H E R I D A N & Design</u>	<u>7/25/2012</u>	<u>Pending ITU</u>	<u>85/686457</u>
<u>Sheridan Healthcare, Inc.</u>	<u>Sheridan logo & design</u>	<u>7/25/12</u>	<u>Pending ITU</u>	<u>85/982151</u>

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RECORDED: 01/12/2017

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