

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Kidney Stone Management, Ltd.		05/09/2017	Limited Liability Company: OHIO
AKSM Medical Ventures, Inc.		05/09/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Kayne Credit Opportunities Fund (QP), LP, as Administrative Agent
Street Address:	655 Madison Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10065
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2423312	AKSM
Registration Number:	4031317	NATIONAL PERSPECTIVE. LOCAL CARE
Registration Number:	4089291	UROLOGY SPECIALISTS OF AMERICA
Registration Number:	4034253	UROLOGY SPECIALISTS OF AMERICA USA
Registration Number:	4031316	USA
Serial Number:	87173357	PROSTATE TREATMENT. WITHOUT COMPROMISE.
Serial Number:	87173326	ENERGY WAVE THERAPY
Serial Number:	87226676	THE WORD "EWAVE4ED"

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

OP \$215.00 2423312

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/09/2017
Total Attachments: 3 source=UMS - Trademark_Security_Agreement_(AKSM_IMT)#page1.tif source=UMS - Trademark_Security_Agreement_(AKSM_IMT)#page2.tif source=UMS - Trademark_Security_Agreement_(AKSM_IMT)#page3.tif	

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, each of American Kidney Stone Management, Ltd., an Ohio limited liability company ("AKSM"), and AKSM Medical Ventures, Inc., a Delaware corporation ("AKSM Medical"; together with AKSM, each an "Assignor" and collectively, the "Assignors"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into that certain Joinder to Security Agreement dated as of the date hereof (the "Joinder") whereby each Assignor has agreed to join that certain Security Agreement dated as of November 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Kayne Credit Opportunities Fund (QP), LP, in its capacity as Administrative Agent for certain lenders (the "Assignee"), as a Grantor. Capitalized terms used herein without definition are used as defined in the Security Agreement.


WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.


Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 1, 2017.

**AMERICAN KIDNEY STONE MANAGEMENT,
LTD.**, an Ohio limited liability company

By: 
Name: Alan Buergenthal
Title: Chief Executive Officer and Assistant Secretary

AKSM MEDICAL VENTURES, INC., a Delaware corporation

By: 
Name: Alan Buergenthal
Title: Chief Executive Officer and Assistant Secretary

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
AKSM	American Kidney Stone Management, Ltd.	USA	2423312	1/23/01	Registered
NATIONAL PERSPECTIVE. LOCAL CARE.	AKSM Medical Ventures, Inc.	USA	4031317	9/27/11	Registered
UROLOGY SPECIALISTS OF AMERICA	AKSM Medical Ventures, Inc.	USA	4089291	1/17/12	Registered
UROLOGY SPECIALISTS OF AMERICA USA (stylized design)	AKSM Medical Ventures, Inc.	USA	4034253	10/4/11	Registered
USA (logo)	AKSM Medical Ventures, Inc.	USA	4031316	9/27/11	Registered

Trademark Applications

<u>Mark</u>	<u>Applicant</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status</u>
PROSTATE TREATMENT. WITHOUT COMPROMISE.	AKSM Medical Ventures, Inc.	USA	87173357	9/16/16	Pending
ENERGY WAVE THERAPY	AKSM Medical Ventures, Inc.	USA	87173326	9/16/16	Pending
ewave4ed	AKSM Medical Ventures, Inc.	USA	87226676	11/4/16	Pending