

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinity Healthcare, Inc.		12/27/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86941770		
Registration Number:	5179477	INFINITY HEALTHCARE	
Registration Number:	4120292	INFINITY HEALTHCARE	
Registration Number:	3839773	INFINITY HEALTHCARE	
Registration Number:	4152107	INFINITY HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	062135-486		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	01/24/2018		

CH \$140.00 86941770

Total Attachments: 6

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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

December 27, 2017

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of December 27, 2017, made by INFINITY HEALTHCARE, INC., an Illinois corporation having a principal place of business at 1A Burton Hills Boulevard, Nashville, Tennessee 37215 (the “Grantor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent” and, together with the Collateral Agent, the “Agent”) for the banks and other financial institutions (collectively, the “Lenders”) from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of December 1, 2016 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the “Credit Agreement”), among Envision Healthcare Corporation (f/k/a New Amethyst Corp.), a Delaware corporation (as successor by merger to Envision Healthcare Holdings, Inc., the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, collectively, the “Borrowers”), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of May 25, 2011, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the “ABL Collateral Agreement”);

WHEREAS, pursuant to the ABL Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties (as defined therein) a second priority security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the ABL Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the ABL Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a second priority security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a second priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Collateral Agreement. To the extent that there is any conflict between this Agreement and the ABL Collateral Agreement, the ABL Collateral Agreement shall control in all respects. The ABL Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the second priority security interest in the Trademarks are more fully set forth in the Credit Agreement and the ABL Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INFINITY HEALTHCARE, INC.

By: 

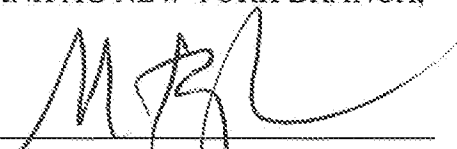
Name: Craig A. Wilson

Title: Secretary

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent



By: 
Name: _____
Title: Marcus Tarkington
Director

By: 
Name: _____
Title: Maria Guinchard
Vice President

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

SCHEDULE I

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No. / Reg. No.</u>
Infinity Healthcare, Inc.		Allowed	86941770 / N/A
Infinity Healthcare, Inc.	HEALTH DYNAMICS	Registered	73554108 / 1432426
Infinity Healthcare, Inc.	INFINITY HEALTHCARE	Registered	86974035 / 5179477
Infinity Healthcare, Inc.	INFINITY HEALTHCARE	Registered	85065556 / 4120292
Infinity Healthcare, Inc.	INFINITY HEALTHCARE	Registered	77640194 / 3839773
Infinity Healthcare, Inc.		Registered	77640272 / 4152107

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