

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambulatory Management Solutions, LLC		07/30/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	First Midwest Bank		
Street Address:	180 North LaSalle St., Ste. 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5272505	BILLINGWISE	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Joel Schaidler		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Joel Schaidler		
SIGNATURE:	/Joel Schaidler/		
DATE SIGNED:	08/02/2018		
Total Attachments: 4			
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OP \$40.00 5272505

GRANT OF TRADEMARK SECURITY INTEREST

July 30, 2018

WHEREAS, Ambulatory Management Solutions, LLC, an Illinois limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement dated as of July 30, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, Mobile Anesthesiologists Chicago, L.L.C., an Illinois limited liability company, Lindenhurst Anesthesia, LLC, an Illinois limited liability company, Anesthesia2Go, LLC, an Illinois limited liability company, and Mobile Anesthesiologists Of Illinois, LLC, an Illinois limited liability company (collectively, the “**Borrowers**”), and First Midwest Bank (the “**Lender**”), Lender has agreed to make loans and certain other financial accommodations to Borrowers; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of July 30, 2018 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Lender and the other grantors named therein, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds

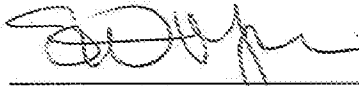
are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Ambulatory Management Solutions, LLC,
an Illinois limited liability company

By: 
Name: Scott Meyer
Title: CEO

[Signature Page to Grant of Trademark Security Interest -- Ambulatory Management Solutions, LLC]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

(Ambulatory Management Solutions, LLC)

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>
Ambulatory Management Solutions, LLC	US	87/078832	5272505	BILLINGWISE	August 22, 2017