

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASC ORTHO MANAGEMENT COMPANY		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	5400 LBJ FREEWAY, SUITE 1300		
Internal Address:	LINCOLN CENTER TOWER 1		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3480423	ORTHOBETHESDA	
Registration Number:	3603842	ORTHOTRAUMABETHESDA	
Registration Number:	4783672	WASHINGTON JOINT INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AISHA NOOR		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067673-0015		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	09/17/2018		
Total Attachments: 5			

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “Second Lien Trademark Security Agreement”) dated as of August 31, 2018, is made by **ASC ORTHO MANAGEMENT COMPANY**, a Delaware limited liability company (the “Grantor”), in favor of **CAPITAL SOUTHWEST CORPORATION** (in its individual capacity, “CSWC”), as Second Lien Agent for itself and the other Second Lien Secured Parties (as defined below).

WHEREAS, Grantor has entered into that certain Second Lien Loan and Security Agreement with the Second Lien Agent, certain financial institutions from time to time party thereto (collectively, the “Second Lien Lenders”) (the Second Lien Agent and Second Lien Lenders, collectively, the “Second Lien Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Second Lien Loan and Security Agreement”);

WHEREAS, under the terms of the Second Lien Loan and Security Agreement and the other Second Lien Loan Documents, the Grantor has granted to the Second Lien Agent, on behalf of the Second Lien Secured Parties, a security interest in, among other property, all Trademarks (as defined in the Second Lien Loan and Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Second Lien Loan and Security Agreement, or if not therein, in the Uniform Commercial Code as in effect in the State of New York.

SECTION 2. Grant of Security. The Grantor hereby grants to the Second Lien Agent, on behalf of the Second Lien Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Trademarks set forth on Schedule A hereto;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this Second Lien Trademark Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this Second Lien Trademark Security Agreement.

SECTION 5. **Execution in Counterparts.** This Second Lien Trademark Security Agreement may be executed in any number of counterparts (including via facsimile or electronic (i.e., “pdf” or “tic”)), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Second Lien Loan and Security Agreement and the other Second Lien Loan Documents. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Agent with respect to the Collateral are more fully set forth in the Second Lien Loan and Security Agreement and the other Second Lien Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Second Lien Trademark Security Agreement and the Second Lien Loan and Security Agreement, the Second Lien Loan and Security Agreement shall control.

SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER SECOND LIEN LOAN DOCUMENTS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

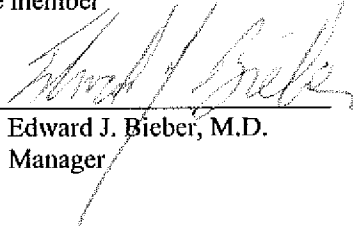
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IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ASC ORTHO MANAGEMENT COMPANY, LLC

By: ASC ORTHO HOLDINGS, LLC
its sole member

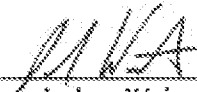
By: 
Name: Edward J. Bieber, M.D.
Title: Manager

(Signature Page to Second Lien Trademark Security Agreement)

TRADEMARK
REEL: 006439 FRAME: 0708

SECOND LIEN AGENT:

CAPITAL SOUTHWEST CORPORATION

By: 
Name: Joshua Weinstein
Title: Managing Director

(Signature Page to Second Lien Trademark Security Agreement)

TRADEMARK
REEL: 006439 FRAME: 0709

SCHEDULE A
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TM Record	Mark/Name/AN/RN	Status / Status Date	Application Date	Registration Date	Full Goods/ Services
US Federal Q1 uf 1	<u>ORTHOBETHESDA</u> RN: 3480423 SN: 77366747	Registered 8 Accepted July 26, 2014	January 8, 2008	August 5, 2008	(Int'l Class: 44) medical services, namely, orthopaedic treatment, surgery and therapy
US Federal Q1 uf 2	<u>ORTHOTRAUMABETHESDA</u> RN: 3603842 SN: 77366773	Registered 8 Accepted July 26, 2014	January 8, 2008	April 7, 2009	(Int'l Class: 44) medical services, namely, orthopaedic treatment, surgery and therapy
US Federal Q1 uf 3	<u>WASHINGTON JOINT INSTITUTE</u> RN: 4783672 SN: 86385470	Registered Supplemental Register July 28, 2015	September 4, 2014	July 28, 2015	(Int'l Class: 44) medical services in the field of orthopedics