

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492779

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC, as Collateral Agent		09/28/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midwest Uncuts, Inc.		
<b>Street Address:</b>	40 Burton Hills Blvd.		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Corporation: IOWA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1681830	NATURALITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Linda Kastner		
<b>SIGNATURE:</b>	/lk/		
<b>DATE SIGNED:</b>	10/04/2018		
<b>Total Attachments: 3</b>			
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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of September 28, 2018, is made by Jefferies Finance LLC, as collateral agent (the "Collateral Agent") under the Security Agreement, (as defined below). Capitalized terms used in this Release and not herein defined shall have the meanings set forth in the Security Agreement.

**WHEREAS**, in connection with that certain Security Agreement, dated as of August 31, 2017, among SP Holdco I, Inc. ("Holdings"), Surgery Center Holdings, Inc. (the "Borrower"), Midwest Uncuts, Inc. ("Midwest"), the other Grantors party thereto from time to time, and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Midwest granted security interests (the "Security Interest Agreement") in certain intellectual property owned by Midwest, including: (i) all trademarks, including those listed on Annex I attached hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing (collectively, the "Intellectual Property Collateral"); and

**WHEREAS**, the Security Interest Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on August 31, 2017 at Reel 6144, Frame 0313.

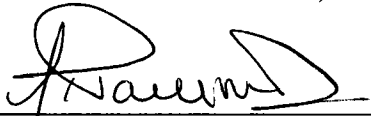
**NOW THEREFORE**, the Collateral Agent hereby releases, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Interest Agreement or any other agreement or document delivered in connection with the Security Agreement, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that such Collateral Agent may have in the Intellectual Property Collateral to Midwest.

The Collateral Agent agrees, at Midwest's expense, to cooperate with Midwest and to provide Midwest with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent's security interest in the released collateral described herein.

**THIS RELEASE, AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.**

**IN WITNESS WHEREOF**, the Collateral Agent has executed this Release as of the date first above written.

**JEFFERIES FINANCE LLC**, as Collateral Agent

By:   
Name: J Paul McDonnell  
Title: Managing Director

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
NATURALITE	74099007	September 21, 1990	1681830	April 7, 1992