

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symbion, Inc.		10/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5481231	INCONTINENCE INSTITUTE YOUR LIFE, LIVEDC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	10/23/2018		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of October 23, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entity identified as the grantor on the signature pages hereto (the “Grantor”) in favor of Jefferies Finance LLC, as collateral agent, (the “Collateral Agent”).

THIS AGREEMENT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Collateral Agent, dated as of August 31, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all Trademarks (including, without limitation, the goodwill of the business symbolized thereby or associated therewith) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule A attached hereto), in each case, except to the extent constituting Excluded Property (collectively, the “Trademark Collateral”).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral, or the security interest granted under this Section 2, include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of the Grantor’s “intent to use” such Trademarks or service marks applications unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office (solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT 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 AGREEMENT 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.

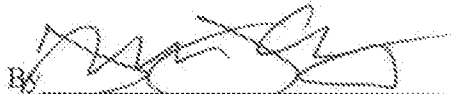
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SYMBION, INC., as the Grantor

By: 

Name: Thomas F. Cowhey

Title: President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006511 FRAME: 0990

JEFFERIES FINANCE LLC, as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
INCONTINENCE INSTITUTE YOUR LIFE, LIVED CONFIDENTLY 	86070111	20-SEPTEMBER- 2013	5481231	29-MAY-2018