

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northstar Healthcare Acquisitions, L.L.C.		05/22/2019	Limited Liability Company: DELAWARE
Nobilis Health Corp.		05/22/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	8080 N. CENTRAL EXPRESSWAY		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Chartered Bank: ALABAMA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4805340	NOBILIS HEALTH	
Registration Number:	4555939	CURASPINE	
Registration Number:	4555938	NUESTEP	
Registration Number:	4555937	STEP AWAY FROM FOOT PAIN	
Registration Number:	3444878		
Registration Number:	4041538	ACCURASCOPE	
Serial Number:	77892043	NORTHSTAR HEALTHCARE	
Serial Number:	86905530	MIRI	
Serial Number:	86905510	MIRI	
Serial Number:	86913884	EVOLVE THE EXPERTS IN WEIGHT LOSS SURGER	
Serial Number:	86913854	M TCA	
Serial Number:	86913809	MIGRAINE TREATMENT CENTERS OF AMERICA	
Serial Number:	86913744	NORTH AMERICAN SPINE	
Serial Number:	86913708	OMEGA	
Serial Number:	86923877	ONWARD	
Serial Number:	87626853	INTELLISPINE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 3128278185

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.

Email: valerie.swanson@klgates.com

Correspondent Name: K&L Gates LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

NAME OF SUBMITTER:	Jonathan Vance
SIGNATURE:	/Jonathan Vance/
DATE SIGNED:	05/24/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Agreement”) is entered into as of May 22, 2019 by and among each of the entities listed on the signature page hereof (the “Grantors” and each, a “Grantor”) and **COMPASS BANK**, in its capacity as super priority agent (together with its successors and assigns, “Super Priority Agent”) for the Super Priority Lenders and each other Secured Party (each as defined in the Super Priority Credit Agreement referred to below).

RECITALS

WHEREAS, pursuant to that certain Super Priority Credit Agreement dated as of May 22, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Super Priority Credit Agreement”) by and among Northstar Healthcare Acquisitions, L.L.C. (the “Borrower”), the other Loan Parties party thereto, the Super Priority Lenders party thereto, and Super Priority Agent, the Super Priority Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used herein, to the extent not defined herein, are used as defined in the Super Priority Credit Agreement.

WHEREAS, each Grantor has agreed, pursuant to the terms of that certain Guaranty and Security Agreement of even date hereto in favor of Super Priority Agent (as the same may be amended, restated, supplemented and/or modified from time to time, “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Super Priority Credit Agreement).

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement, pursuant to which the Grantors are required to execute and deliver this IP Agreement.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure its Obligations under the Super Priority Credit Agreement and the other Super Priority Loan Documents, each Grantor grants to Super Priority Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in, its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach and injury, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (in each case, other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark). Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable

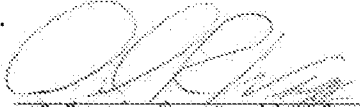
governmental authority record this IP Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This IP Agreement shall be construed in accordance with and governed by the laws of the State of New York. This IP Agreement is a Super Priority Loan Document.

[Signature Page Follows]

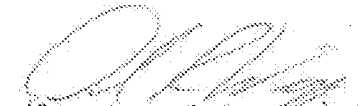
IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

NORTHSTAR HEALTHCARE ACQUISITIONS,
L.L.C.

By: 
Name: DANIEL P. WIGGINS
Title: CEO


NOBILIS HEALTH CORP.

By: 
Name: DANIEL P. WIGGINS
Title: CEO

ACCEPTED AND AGREED, as of the date written above,

SUPER PRIORITY AGENT

COMPASS BANK

By: 
Name: Jon McCurdy
Title: Its Duly Authorized Signatory

SCHEDULE A
Copyrights

None.






[Schedule A to Intellectual Property Security Agreement]

SCHEDULE B
Patents

None.

[Schedule B to Intellectual Property Security Agreement]

SCHEDULE C
Trademarks

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER/GRANTOR (APPLICANT)
NOBILIS HEALTH	US	86/375,409	08/23/2014	4805340	09/01/2015	Nobilis Health Corp.
	US	86/119,450	11/14/2013	4555939	06/24/2014	Nobilis Health Corp.
NUESTEP	US	86/119,447	11/14/2013	4555938	06/24/2014	Nobilis Health Corp.
STEP AWAY FROM FOOT PAIN	US	86/119,444	11/14/2013	4555937	06/24/2014	Nobilis Health Corp.
	US	77/301,109	10/10/2007	3444878	06/10/2008	Northstar Healthcare Acquisitions, L.L.C.
ACCURASCOPE	US	85/267,410	03/15/2011	4041538	10/18/2011	Nobilis Health Corp.
NORTHSTAR HEALTHCARE	US	77/892,043	12/11/2009	N/A	N/A	Nobilis Health Corp.
	US	86/905530	02/11/2016	5048824	9/27/2016	Nobilis Health Corp.
MIRI	US	86/905510	02/11/2016	5045253	9/20/2016	Nobilis Health Corp.
	US	86/913884	02/19/2016	N/A	N/A	Nobilis Health Corp.
	US	86/913854	02/19/2016	5184510	4/18/2017	Nobilis Health Corp.
MIGRAINE TREATMENT CENTERS OF AMERICA	US	86/913809	02/19/2016	5152966	2/28/2017	Nobilis Health Corp.
NORTH AMERICAN SPINE	US	86/913744	02/19/2016	5158193	3/7/2017	Nobilis Health Corp.
OMEGA	US	86/913708	02/19/2016	5045527	9/20/2016	Nobilis Health Corp.
ONWARD	US	86/923877	02/29/2016	5312306	10/17/2017	Nobilis Health Corp.
INTELLISPINE	US	87626853	09/28/2017	N/A	N/A	Nobilis Health Corp.

[Schedule C to Intellectual Property Security Agreement]

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RECORDED: 05/24/2019

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REEL: 006653 FRAME: 0470