

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRYSTAL CLINIC ORTHOPAEDIC CENTER, LLC		12/06/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	519 Madison Avenue		
Internal Address:	MAD90		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5278561	ORTHOADVICE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nbahhur@porterwright.com		
Correspondent Name:	Noor Bahhur		
Address Line 1:	41 South High Street		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Noor E. Bahhur		
SIGNATURE:	/Noor E. Bahhur/		
DATE SIGNED:	12/26/2019		
Total Attachments: 6			
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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2019, by CRYSTAL CLINIC ORTHOPAEDIC CENTER, LLC, an Ohio limited liability company (the "Borrower"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors") in favor of The Huntington National Bank (in such capacity, together with its successors in such capacity, "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 6, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties (as defined therein), each lender from time to time party thereto (the "Lenders"), Administrative Agent, the Issuing Bank (as defined therein) and the other agents parties thereto, certain Secured Parties have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to an Amended and Restated Security Agreement of even date herewith in favor of Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Secured Parties and Administrative Agent to enter into the Credit Agreement and to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CRYSTAL CLINIC ORTHOPAEDIC CENTER, LLC,
an Ohio limited liability company,
as Borrower and Grantor

By: 
Ronald R. Suntken, Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: _____
Kevin R. Kornowa, Senior Vice President

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

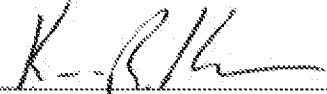
Very truly yours,

CRYSTAL CLINIC ORTHOPAEDIC CENTER, LLC,
an Ohio limited liability company,
as Borrower and Grantor

By: _____
Ronald R. Suntken, Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By:  _____
Kevin R. Kornowa, Senior Vice President

ACKNOWLEDGEMENT OF GRANTORS

State of Ohio)

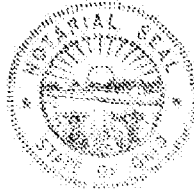
County of Summit)

The foregoing instrument was acknowledged before me this 5th day of DECEMBER, 2019, by Ronald R. Sunken, Chief Executive Officer of CRYSTAL CLINIC ORTHOPAEDIC CENTER, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Theresa M. Palcio

Notary Public

My Commission Expires: 10/21/20



Theresa M. Palcio
Resident Medina County
Notary Public, State of Ohio
My Commission Expires: 10/21/20

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark for “ORTHOADVICE” (US 5278561), registered on August 29, 2017, to the Supplemental Registry in Class 44 for “medical imaging services; medical, physical rehabilitation and physical therapy services; orthopedic surgery services; plastic surgery services.”

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

Oral license for the trademarks “Crystal Clinic,” Crystal Clinic logo, and “Crystal Clinic Orthopaedic Center” from CCI to CCOC, effective May 27, 2009.

Oral license for domain name “crystalclinic.com” from Crystal Clinic, Inc. (“CCI”) to Crystal Clinic Orthopaedic Center, LLC (“CCOC”), effective May 27, 2009.