

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Anesthesiology, Inc.		07/15/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC, as administrative agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: ENGLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2172345	S	
<b>Registration Number:</b>	2174366	S	
<b>Registration Number:</b>	4210374	QUANTUM CNS	
<b>Registration Number:</b>	4313332	QUANTUM CLINICAL NAVIGATION SYSTEM	
<b>Registration Number:</b>	3612989	CLINICAL NAVIGATION SYSTEM	
<b>Registration Number:</b>	3952942	AMERICAN ANESTHESIOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138924738		
<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>	424-386-4328		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Monica Arnold		
<b>Address Line 1:</b>	2029 Century Park East, 33rd Floor		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Monica Arnold		
<b>SIGNATURE:</b>	/s/ Monica Arnold /s/		
<b>DATE SIGNED:</b>	07/16/2020		

CH \$165.00 2172345

**Total Attachments: 7**

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## ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 15, 2020 (this “Agreement”), by NMSC II, LLC, a Delaware limited liability company (“Holdings”), American Anesthesiology, Inc., a Florida corporation (the “Borrower”), the Subsidiary Guarantors (as defined in the ABL Credit Agreement referred to below) from time to time party hereto (Holdings, the Borrower and the Subsidiary Guarantors, collectively, the “Grantors”) and Barclays Bank PLC (“Barclays”), as administrative agent and co-collateral agent for the Secured Parties (as defined below) (in such capacities, the “Administrative Agent”).

Reference is made to that certain ABL Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The ABL Lenders (as defined below) have extended credit to the Borrower (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among Holdings, the Borrower, the Subsidiary Guarantors (as defined therein) from time to time party thereto, the Lenders from time to time party thereto (the “ABL Lenders”) and Barclays, as administrative agent and collateral agent for the ABL Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks (excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance by the U.S. Patent and Trademark Office or other applicable Governmental Authority of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use (or similar) Trademark application (or any Trademark registration resulting therefrom) under applicable federal law), including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all Proceeds of the foregoing, including all income, royalties, damages, and payments now or hereafter due or payable with respect to any Copyrights, Patents, or Trademarks included

in the Intellectual Property Collateral, including, without limitation, damages, claims and payments for past and future misappropriations or infringements thereof, along with all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

in each case (A), (B), (C) and (D), to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

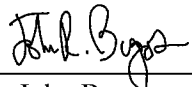
SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERICAN ANESTHESIOLOGY, INC.

By:   
Name: John Bugos  
Title: Treasurer

BARCLAYS BANK PLC, as Administrative Agent

A handwritten signature in black ink, appearing to read "Evan Moriarty", with a long horizontal line extending to the right from the end of the signature.

By: \_\_\_\_\_  
Name: Evan Moriarty  
Title: Vice President

**SCHEDULE I**

TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Current Owner of Record</b>
S Design	USA	75/197718 13-Nov-1996	2172345 14-Jul-1998	American Anesthesiology, Inc. (assigned from Mednax Services, Inc.)
S Design	USA	75197481 13-Nov-1996	2174366 21-Jul-1998	American Anesthesiology, Inc. (assigned from Mednax Services, Inc.)
QUANTUM CNS	USA	77/774078 03-Jul-2009	4210374 18-Sep-2012	American Anesthesiology, Inc. (assigned from Mednax Services, Inc.)
QUANTUM CLINICAL NAVIGATION SYSTEM	USA	77/821259 07-Sep-2009	4313332 02-Apr-2013	American Anesthesiology, Inc. (assigned from Mednax Services, Inc.)
CLINICAL NAVIGATION SYSTEM	USA	77/143613 29-Mar-2007	3612989 28-Apr-2009	American Anesthesiology, Inc. (assigned from Mednax Services, Inc.)
AMERICAN ANESTHESIOLOGY	USA	85/202157 20-Dec-2010	3952942 26-Apr-2011	American Anesthesiology, Inc. (assigned from Mednax Services, Inc.)

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.



**SCHEDULE III**

COPYRIGHT REGISTRATIONS

None.

COPYRIGHT APPLICATIONS

None.