

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643907

<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 Surgical Assistants, Inc.		05/03/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Horizon Bank, as Administrative Agent		
<b>Street Address:</b>	211 Franklin Road, Suite 300		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3371749	ASA AMERICAN SURGICAL ASSISTANTS	
<b>Registration Number:</b>	4540906	AMERICAN SURGICAL PROFESSIONALS	
<b>Registration Number:</b>	4583491	AMERICAN SURGICAL PROFESSIONALS	
<b>Registration Number:</b>	4567969	PARTNERS FOR IMPROVING OUTCOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435599		
<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>	4044435626		
<b>Email:</b>	tlockley@mcguirewoods.com		
<b>Correspondent Name:</b>	Tequira Lockley - Paralegal		
<b>Address Line 1:</b>	1230 Peachtree Street NE, Suite 2100		
<b>Address Line 2:</b>	McGuireWoods LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2073508.0020		
<b>NAME OF SUBMITTER:</b>	Tequira Lockley		
<b>SIGNATURE:</b>	//Tequira Lockley//		
<b>DATE SIGNED:</b>	05/03/2021		
<b>Total Attachments: 5</b>			

OP \$115.00 3371749

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2021, is made by the entity listed on the signature page hereof (the "Grantor") in favor of First Horizon Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement (as defined below)).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AH HOLDINGS, INC., a Delaware corporation ("Holdings"), AMERICAN SURGICAL HOLDINGS, INC., a Delaware corporation (the "ASH"), FLEXRN, INC., a Delaware corporation ("FlexRN" and together with ASH, collectively, the "Borrower"), the other Loan Parties party thereto, the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders"), and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement pursuant to which the Grantor is now required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of the Grantor, hereby collaterally assigns and grants to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF OTHER THAN SUCH SECTION 5-1401.

[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,

AMERICAN SURGICAL ASSISTANTS, INC., a Texas corporation, as a Grantor

By:   
Name: Mark Russell  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

FIRST HORIZON BANK  
as Administrative Agent

By: Leslie Johnson  
Name: Leslie Johnson  
Title: Group Head – Healthcare Sponsor Finance

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Trademarks and Trademark Licenses**

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
American Surgical Assistants, Inc.	USA		3371749	January 22, 2008
American Surgical Assistants, Inc. d/b/a American Surgical Professionals	USA	AMERICAN SURGICAL PROFESSIONALS	4540906	May 27, 2014
American Surgical Assistants, Inc. d/b/a American Surgical Professionals	USA		4583491	August 12, 2014
American Surgical Assistants, Inc. d/b/a American Surgical Professionals	USA	PARTNERS FOR IMPROVING OUTCOMES	4567969	July 15, 2014

**Exclusively Licensed Trademarks**

None.