

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Spine and Pain Centers, LLC		02/13/2023	Limited Liability Company: DELAWARE
Prospira PainCare, Inc.		02/13/2023	Corporation: DELAWARE
PROSPIRA FLORIDA LLC		02/13/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4393446	NATIONAL SPINE & PAIN CENTERS	
Registration Number:	4393448	N A T I O N A L SPINE & PAIN C E N T E R	
Registration Number:	4506020	NATIONAL SPINE AND PAIN CENTERS	
Registration Number:	5456341	PREMIER PAIN CENTERS	
Registration Number:	5143638	THE BUSINESS OF PAIN MEDICINE	
Registration Number:	5063071	THE BUSINESS OF PAIN MEDICINE 21ST CENTU	
Registration Number:	5789133	NSPC	
Registration Number:	4351704	PROSPIRA PAINCARE	
Registration Number:	4644908		
Registration Number:	5069973	LET'S DANCE!	
Registration Number:	3677929	NPI	
Registration Number:	6800146	NATIONAL PAIN INSTITUTE A PROSPIRA PAINC	
Registration Number:	6847427	NATIONAL SPINE & PAIN CENTERS	
Registration Number:	6733493	NATIONAL PAIN INSTITUTE	
CORRESPONDENCE DATA			

CH \$365.00 4393446

Fax Number:

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.

Phone: 3129932617
Email: atoosa.nowrouzi@lw.com
Correspondent Name: Atoosa Nowrouzi
Address Line 1: C/O Latham and Watkins 330 N Wabash Ave
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	073117-0001[AN]
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NAME OF SUBMITTER:	ATOOSA NOWROUZI
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SIGNATURE:	/an/
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DATE SIGNED:	02/13/2023
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Total Attachments: 7

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SECURITY INTEREST IN TRADEMARK RIGHTS

February 13, 2023

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of date hereof, is made by and among, National Spine and Pain Centers, LLC, a Delaware limited liability company, Prospira PainCare, Inc., a Delaware corporation, PROSPIRA FLORIDA LLC, a Florida limited liability company (collectively, the “Grantors” and each, individually, a “Grantor”), in favor of Antares Capital LP, as administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of February 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among NSPC Holdings, LLC, a Delaware limited liability company (“Holdings”), NSPC Intermediate Corp., a Delaware corporation (the “Borrower”), the several lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors, among others, have executed and delivered the Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Administrative Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted to the 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 certain Intellectual Property, including, without limitation, those Trademarks listed on Schedule A attached hereto, that are not Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective Loans under the Credit Agreement, each Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement, and if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, to the extent they constitute Collateral and are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto) and the right to receive all Proceeds therefrom, to the Administrative Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademarks.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Termination. This Agreement shall terminate and the lien on and the security interest in the Trademarks shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by such Grantor to evidence and record the release of the lien on and security interests in the Trademarks granted herein.

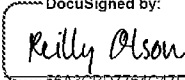
6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

7. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[Signature Page Follows]

NATIONAL SPINE AND PAIN CENTERS, LLC
PROSPIRA PAINCARE, INC.
PROSPIRA FLORIDA LLC
each as a Grantor

By:  _____
Name: Reilly Olson
Title: Chief Financial Officer

AGREED AND ACCEPTED
as of the date first written above:

ANTARES CAPITAL LP,
as Administrative Agent

Patrick Weiland



By: _____

Name: Patrick Weiland

Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK	STATUS	REG NO.	APP/REG DATE	OWNER/APPLICANT
NATIONAL SPINE & PAIN CENTERS	Registered	4393446	August 27, 2013	National Spine and Pain Centers, LLC
NATIONAL SPINE & PAIN CENTERS 	Registered	4393448	August 27, 2013	National Spine and Pain Centers, LLC
NATIONAL SPINE AND PAIN CENTERS	Registered	4506020	April 1, 2014	National Spine and Pain Centers, LLC
PREMIER PAIN CENTERS	Registered	5456341	May 1, 2018	National Spine and Pain Centers, LLC
THE BUSINESS OF PAIN MEDICINE	Registered	5143638	February 14, 2017	National Spine and Pain Centers, LLC
THE BUSINESS OF PAIN MEDICINE 21ST CENTURY CHALLENGES & SOLUTIONS	Registered	5063071	October 18, 2016	National Spine and Pain Centers, LLC
NSPC	Registered	5789133	June 25, 2019	National Spine and Pain Centers, LLC
PROSPIRA PAINCARE	Registered	4351704	June 11, 2013	Prospira PainCare, Inc.
Design only 	Registered	4644908	November 25, 2014	Prospira PainCare, Inc.
LET'S DANCE!	Registered	5069973	October 25, 2016	Prospira PainCare, Inc.
NPI	Registered	3677929	September 1, 2009	PROSPIRA FLORIDA LLC
NATIONAL PAIN INSTITUTE A PROSPIRA PAINCARE CENTER OF	Registered	6800146	July 26, 2022	National Spine and Pain Centers, LLC

EXCELLENCE <small>TM</small> National Pain Institute				
NATIONAL SPINE & PAIN CENTERS <small>NATIONAL Spine & Pain CENTERS</small>	Registered	6847427	September 13, 2022	National Spine and Pain Centers, LLC
NATIONAL PAIN INSTITUTE	Registered	6733493	May 24, 2022	National Spine and Pain Centers, LLC