

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OrthoAlliance MSO, LLC		04/04/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as agent		
<b>Street Address:</b>	430 Park Avenue		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5809803	ASCENDANT ORTHOPEDIC ALLIANCE	
<b>Registration Number:</b>	5809802	ASCENDANT ORTHOPEDIC ALLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402700		
<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>	8602402755		
<b>Email:</b>	derek.wayne@morganlewis.com		
<b>Correspondent Name:</b>	Derek Wayne		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	One State Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Derek Wayne		
<b>SIGNATURE:</b>	/s/ Derek Wayne		
<b>DATE SIGNED:</b>	04/05/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of April 4, 2023, is made by OrthoAlliance MSO, LLC, a Delaware limited liability company, as Grantor (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a “Grantor” and collectively, the “Grantors”), in favor of **CHURCHILL AGENCY SERVICES LLC** (“Churchill”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of December 20, 2021 (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **BEACON ORTHOPAEDIC PARTNERS MSO, LLC**, a Delaware limited liability company (“Beacon MSO”), Holdings, **BEACON ORTHOPAEDIC PARTNERS HOLDCO, LLC**, a Delaware limited liability company (“Intermediate Holdings”), **BEACON ORTHOPAEDICS SURGERY CENTER, LLC**, an Ohio limited liability company (“Beacon ASC”), any other Guarantor from time to time a party hereto (collectively with Holdings, Intermediate Holdings, and Beacon ASC, individually and collectively, “Guarantor”), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a “Lender” and collectively “Lenders”) and Churchill, for itself as Agent and for the benefit of the Lenders, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders to make their respective extensions of credit to Borrower in accordance with the Loan Agreement, each Grantor hereby agrees with Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders 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, including, without limitation, those referred to on Schedule I hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (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. Recordation.** Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

**Section 4. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 5. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

**Section 6. Counterparts.** This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 7. Governing Law.** This 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.

[Signature pages follow]

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

**GRANTOR:**

**OrthoAlliance MSO, LLC**

DocuSigned by:  
*Andy Blankemeyer*  
By \_\_\_\_\_  
Name: Andy Blankemeyer  
Title: Chief Executive Officer

**ACCEPTED AND AGREED**  
as of the date first above written:


**CHURCHILL AGENCY SERVICES LLC,**  
as Agent

By   
Name: Mathew Linett  
Title: Senior Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

1. TRADEMARK APPLICATIONS

Mark	Owner	Filing Jurisdiction	Registration Date	Registration Number
	OrthoAlliance MSO, LLC	US	July 23, 2019	5809803
ASCENDANT ORTHOPEDIC ALLIANCE	OrthoAlliance MSO, LLC	US	July 23, 2019	5809802