# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest (Effective 6/28/2007)

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Anesthesiologists Associated, Inc.		01/29/2008	CORPORATION: OREGON

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, National Association, as Administrative Agent
Street Address:	10 South Dearborn Street
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78726483	INTEGRASYS

#### **CORRESPONDENCE DATA**

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

214-981-3483 Phone: Email: dclark@sidley.com Correspondent Name: Dusan Clark, Esq. Sidley Austin LLP Address Line 1:

Address Line 2: 717 N. Harwood St., Suite 3400

Dallas, TEXAS 75201 Address Line 4:

ATTORNEY DOCKET NUMBER:	36084-35900
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/

**REEL: 003721 FRAME: 0128** 

**TRADEMARK** 

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Date:	02/18/2008
Total Attachments: 3	
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# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of June 28, 2007 by and from ANESTHESIOLOGISTS ASSOCIATED, INC., an Oregon corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the "Grantee"), for itself and as Administrative Agent for the Lenders (each as defined in the Credit Agreement referenced below).

WHEREAS, MiraMed Global Services, Inc., the ultimate parent of Grantor ("MiraMed"), and Grantee, together with the other Lenders party thereto, have entered into a Credit Agreement, dated as of June 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of MiraMed have granted a security interest to secure the Secured Obligations (as defined in the Credit Agreement) pursuant to a Pledge and Security Agreement, dated as of June 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), which Trademarks <u>are</u> pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, <u>THEREFORE</u>, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1. <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.
- 2. The Security Interest. This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant. Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and

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products of such Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

ANESTHESIOLOGISTS ASSOCIATED, INC.

3y: <u>W</u>

Bradley J. Mundt, Vice President and Treasurer

STATE OF MICHIGAN COUNTY OF JACKSON

Bradley J. Mundt, known to me to be the Vice President of Anesthesiologists Associated, Inc., personally came before me this 24 day of January, 2008, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Anesthesiologists Associated, Inc. and pursuant authority duly received.

SEAL)

Notary Public

State of Michigan, County of Jackson

Acting in the County of Jackson

My Commission Expires: O?/2

Signature Page to Confirmatory Grant

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# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS EXHIBIT A - SCHEDULE OF TRADEMARKS

Mark	Reg: No./ Serial No.	Issue Date/Filing Date
Integrasys	78726483	October 4, 2005

Exhibit A

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**RECORDED: 02/18/2008**