

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		03/17/2015	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	SURGICAL CARE AFFILIATES, LLC
Street Address:	569 BROOKWOOD VILLAGE, SUITE 901
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35209
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85469047	SCA SURGICAL CARE AFFILIATES
Serial Number:	85469052	S4
Serial Number:	85469058	PURCHASING SIMPLIFIED
Serial Number:	85469065	BUY RIGHT
Serial Number:	85813884	ECOSYSTEM
Serial Number:	85813939	CLINICAL FIRST
Serial Number:	85813909	MDETECTIVE
Serial Number:	86371274	SCA INSIGHT

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

OP \$215.00 85469047

ATTORNEY DOCKET NUMBER:	CRS1-40015
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	03/17/2015
Total Attachments: 4 source=40015#page1.tif source=40015#page2.tif source=40015#page3.tif source=40015#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 17, 2015 (this "**Release**"), by JPMORGAN CHASE BANK, N.A., ("**JPMCB**"), as Administrative Agent for the secured parties. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Amended and Restated Credit Agreement dated as of June 29, 2007, as amended and restated as of June 30, 2011 (as amended as of May 8, 2013, and as further amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Surgical Care Affiliates, LLC (the "**Borrower**"), ASC Acquisition LLC ("**Holdings**"), the several lenders from time to time parties thereto, and JPMCB, as Administrative Agent, (ii) the Pledge and Security Agreement dated as of June 29, 2007, as supplemented by Supplement No. 1 dated December 16, 2010 (as further amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among the Borrower, Holdings, the other Subsidiaries from time to time party thereto and JPMCB, as Administrative Agent, (iii) the Trademark Security Agreement dated as of May 25, 2012, among the Borrower, Holdings, certain Subsidiaries of the Borrower from time to time party thereto and JPMCB, as Administrative Agent and (iv) the Trademark Security Agreement dated as of December 9, 2014, between Surgical Care Affiliates, LLC and JPMCB, as Administrative Agent (the documents set forth in clauses (ii), (iii) and (iv), the "**Security Agreements**").

B. Pursuant to the Security Agreements, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in, among other things, the Trademarks set forth on Schedule I hereto (the "**Trademark Collateral**"), which security interests were recorded with the United States Patent & Trademark Office on August 17, 2012 at Reel/Frame 4845/0093 and December 15, 2014 at 5419/0603.

C. Pursuant to the Payoff Letter dated as of March 17, 2015, among JPMCB and the Borrower, the Administrative Agent agreed to release any and all interests it may have in the Trademark Collateral.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby release and discharge any and all security interests it has in the Trademark Collateral. This Release is made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party. The Administrative Agent hereby agrees, at the Grantors' cost and expense, to duly execute and deliver any further documents and to do such other acts as may be reasonably requested and necessary to effectuate, or reflect of public record, the release and discharge of the security interests and liens contemplated hereby.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[[3519874]]

TRADEMARK
REEL: 005479 FRAME: 0751

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent.

By Amy M. Urena
Name:
Title: Amy M. Urena
Vice President

[Signature Page to Release of Security Interest in Trademarks]

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TRADEMARK
REEL: 005479 FRAME: 0752

Schedule I

United States Trademarks, Service Marks and Trademark Applications

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
Surgical Care Affiliates, LLC	SCA SURGICAL CARE AFFILIATES	11/10/2011	85/469047 (USPTO)
Surgical Care Affiliates, LLC	S4	11/10/2011	85/469052 (USPTO)
Surgical Care Affiliates, LLC	PURCHASING SIMPLIFIED	11/10/2011	85/469058 (USPTO)
Surgical Care Affiliates, LLC	BUY RIGHT	11/10/2011	85/469065 (USPTO)
Surgical Care Affiliates, LLC	ECOSYSTEM	1/2/2013	85/813884 (USPTO)
Surgical Care Affiliates, LLC	CLINICAL FIRST	1/2/2013	85/813939 (USPTO)
Surgical Care Affiliates, LLC	MDETECTIVE	1/2/2013	85/813909 (USPTO)

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
Surgical Care Affiliates, LLC	SCA INSIGHT	8/19/2014	86/371274 (USPTO)