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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM766827

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest in Trademark Rights	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/08/2022	Aktiengesellschaft (Ag): NEW YORK

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street, 4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4059271	CIM
Registration Number:	3634424	E
Registration Number:	3526565	ED SOLUTIONS
Registration Number:	5030007	WEBEMARS
Registration Number:	5179477	INFINITY HEALTHCARE
Registration Number:	4120292	INFINITY HEALTHCARE
Registration Number:	4152107	INFINITY HEALTHCARE
Registration Number:	3839773	INFINITY HEALTHCARE
Registration Number:	6036499	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067229	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036500	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036501	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6067231	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	6036502	INFINITY HEALTHCARE AN ENVISION PHYSICIA
Registration Number:	2262484	REIMBURSEMENT TECHNOLOGIES
Registration Number:	5370403	CANDESCENT HEALTH
Registration Number:	6406167	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6311675	MAC MEDICAL ANESTHESIA CONSULTANTS
Registration Number:	6406168	MAC MEDICAL ANESTHESIA CONSULTANTS TRADEMARK

TRADEMARK

REEL: 007888 FRAME: 0042

900731107

Property Type	Number	Word Mark	
Registration Number:	6406169	MAC MEDICAL ANESTHESIA CONSULTANTS	
Registration Number:	6549907	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN	
Registration Number:	6406170	MAC MEDICAL ANESTHESIA CONSULTANTS AN EN	
Registration Number:	5738120	V VALLEY ANESTHESIOLOGY & PAIN CONSULTAN	
Registration Number:	5738122	V VALLEY PAIN CONSULTANTS	
Registration Number:	5738119	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS	
Registration Number:	5738121	VALLEY PAIN CONSULTANTS	

CORRESPONDENCE DATA

Fax Number: 4045413113

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: 4045326937

Email: tmadmin@kilpatricktownsend.com

Correspondent Name: Kilpatrick, Townsend & Stockton, LLP.

Address Line 1: 1100 Peachtree Street NE, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	James A. Trigg
SIGNATURE:	/james a trigg/
DATE SIGNED:	11/09/2022

Total Attachments: 7

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Assignment and Assumption of Security Interest in Trademark Rights

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTERESTS IN TRADEMARK RIGHTS (this "<u>Assignment and Assumption</u>"), effective as of November 8, 2022 ("<u>Effective Date</u>"), is made by Credit Suisse AG, Cayman Islands Branch, having an address of Eleven Madison Avenue, 8th Floor, New York, NY 10010 as resigning Collateral Agent, as assignor (the "<u>Assignor</u>"), and Ankura Trust Company, LLC, a Delaware limited liability company having an address of 140 Sherman Street, 4th Floor, Fairfield, CT 06824 as successor Collateral Agent, as assignee (the "<u>Assignee</u>").

WHEREAS, Envision Physician Services, LLC, Infinity Healthcare, Inc., Reimbursement Technologies, Inc., Sheridan Healthcare, Inc. and Valley Anesthesiology Consultants, Inc. (collectively, the "Grantors") and the Assignor entered into (i) that certain Security Interest in Trademark Rights dated as of July 27, 2022 ("Trademark Security Agreement") pursuant to that certain First Lien Security Agreement, dated as of October 11, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), by and among Envision Healthcare Corporation, a Delaware corporation ("Borrower"), the other Loan Parties party thereto from time to time and the Assignor, and (ii) that certain Credit Agreement, dated as of October 11, 2018 (as amended by that certain Amendment Agreement, dated as of July 22, 2022 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties party thereto, the Lenders (as defined therein) party thereto from time to time and the Assignor, as administrative agent and collateral agent, pursuant to which the Assignor received from the Grantors a security interest in certain intellectual property, including, but not limited to, the trademark registrations set forth on Schedule A attached hereto and made a part hereof, including such other trademark rights set forth in the Trademark Security Agreement ("Trademark Collateral"), which Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 7799 Frame 0749; and

WHEREAS, pursuant to that certain Resignation, Waiver and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the "Instrument"), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

- 1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
- 2. The Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder and the Assignee hereby accepts such assignment and assumes and shall at all times on and after the Effective Date be vested with all rights, powers, privileges and duties in and to the Trademark Security Agreement and the Trademark Collateral thereunder.

- 3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
- 4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
- 5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
- 6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

Title: Authorized Signatory

By: _________ C &>>> Name: Raquel Sanchez

Title: Authorized Signatory

Accepted:

ANKURA TRUST COMPANY, LLC-

Title: Chief Executive Officer & Fresident

[Signature Page to Assignment and Assumption of Security Interest in Trademark Rights]

Schedule A

<u>TRADEMARK REGISTRATIONS AND APPLICATIONS</u>

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	MARK NAME
Envision Physician	85264497	4059271	CIM
Services, LLC Envision Physician Services, LLC	77579818	3634424	E
Envision Physician	77294676	3526565	ED SOLUTIONS
Services, LLC			
Envision Physician Services, LLC	86705849	5030007	WEBEMARS
Infinity Healthcare, Inc.	86974035	5179477	INFINITY HEALTHCARE
Infinity Healthcare, Inc.	85065556	4120292	INFINITY HEALTHCARE
Infinity Healthcare, Inc.	77640272	4152107	INFINITY HEALTHCARE
			INFINITY
Infinity Healthcare, Inc.	77640194	3839773	INFINITY HEALTHCARE
Infinity Healthcare, Inc.	88576684	6036499	INFINITY HEALTHCAREAN ENVISION PHYSICIAN SERVICES AFFILIATE
Infinity Healthcare, Inc.	885 76693	6067229	INFINITY HEALTHCAREAN ENVISION PHYSICIAN SERVICES AFFILIATE
Infinity Healthcare, Inc.	88576700	6036500	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
Infinity Healthcare, Inc.	88576707	6036501	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	MARK NAME
			INFINITY
Infinity Healthcare, Inc.	88576715	6067231	INFINITY HEALTHCARE AN ENVISION PHYSICIAN SERVICES AFFILIATE
			INFINITY
Infinity Healthcare, Inc.	88576732	6036502	INFINITY HEALTHCAREAN ENVISION PHYSICIAN SERVICES AFFILIATE
Reimbursement Technologies, Inc.	75418725	2262484	REIMBURSEMENT TECHNOLOGIES
Sheridan Healthcare, Inc.	86548942	5370403	CANDESCENT HEALTH
Sheridan Healthcare, Inc.	88450564	6406167	MAC MEDICAL ANESTHESIA CONSULTANTS
Sheridan Healthcare, Inc.	88450574	6311675	MAC MEDICAL ANESTHESIA CONSULTANTS
Sheridan Healthcare, Inc.	88450580	6406168	MAC MEDICAL ANESTHESIA CONSULTANTS
			Medical Anesthesia Consultants
Sheridan Healthcare, Inc.	88450588	6406169	MAC MEDICAL ANESTHESIA CONSULTANTS
			Medical Anesthesia Consultants
Sheridan Healthcare, Inc.	88450597	6549907	MAC MEDICAL ANESTHESIA

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	MARK NAME
			CONSULTANTS AN ENVISION PHYSICIAN
			SER VICES PROVIDER
			Medical Amenthesis Consistents
Sheridan Healthcare, Inc.	88450603	6406170	MAC MEDICAL ANESTHESIA CONSULTANTS AN ENVISION PHYSICIAN SERVICES PROVIDER
Valley Anesthesiology Consultants, Inc.	88002837	5738120	V VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS
Valley Anesthesiology Consultants, Inc.	88002846	5738122	V VALLEY PAIN CONSULTANTS
Valley Anesthesiology Consultants, Inc.	88002825	5738119	VALLEY ANESTHESIOLOGY & PAIN CONSULTANTS
Valley Anesthesiology Consultants, Inc.	88002842	5738121	VALLEY PAIN CONSULTANTS

RECORDED: 11/09/2022