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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pathology Partners, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other Delaware

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address:
Street Address: 901 Main St.
City: Dallas State: TX Zip: 75202

- [ ] Individual(s) citizenship
- [x] Association National banking association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 05/25/05

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/751838
B. Trademark Registration No.(s)

Additional number(s) attached [ ] Yes [x] No

OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Internal Address:
Street Address: Jenkens & Gilchrist, P.C.
1445 Ross Ave, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $ 40.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account 40E

8. Deposit account number:
10-0447 (underpayment/overpayment)

DO NOT USE THIS SPACE

9. Signature.

Cathryn A. Berryman	Cathryn A. Berryman	June 8, 2005
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 8

06/14/2005 DBYRNE 00000108 75751838
01 FC:8521 40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
(Pathology Partners, Inc.)

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of May 25, 2005, is executed by and between Pathology Partners, Inc., a Delaware corporation ("Debtor") and Bank of America, N.A., in its capacity as administrative agent ("Secured Party") pursuant to the Security Agreement described below.

RECITALS:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 25, 2005, between Debtor and Secured Party, Debtor has granted to Secured Party, for the benefit of itself and certain lenders, a continuing lien on and security interest in all intellectual property of Debtor including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired trademarks and trademark licenses, and all products and proceeds thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party, for the benefit of itself and certain lenders, a lien on and continuing security interest in all of Debtor's right, title and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1 attached hereto, and (ii) all renewals thereof (collectively, "Trademarks");

(b) all agreements, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 1 attached hereto (collectively, "Trademark Licenses"); and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or breach of any Trademark or Trademark License, including, without limitation, any Trademark or Trademark License referred to in Schedule 1 attached hereto and any Trademark issued pursuant to a trademark application referred to in Schedule 1 attached hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of itself and certain lenders, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 25th day of May, 2005.

DEBTOR:

PATHOLOGY PARTNERS, INC.

By: _____
Name: Everett Truitt
Title: Chief Financial Officer

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: _____
Title: _____

Schedules:

Schedule 1 Trademarks, Trademark Licenses

SANANTONIO 438490v3 46715-01294

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 25th day of May, 2005.

DEBTOR:

PATHOLOGY PARTNERS, INC.

By:_____
Name:_____
Title:_____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By: David A. Johanson
Name: David A. Johanson
Title: Vice President

Schedules:

Schedule 1 Trademarks, Trademark Licenses

SANANTONIO 438490v3 46715-01294

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 24 day of May, 2005, by Everett Truitt, as Chief Financial Officer of Pathology Partners, Inc., a Delaware corporation, on behalf of such entity.

Lynda Holman
Notary Public in and for the State of Texas

My commission expires: 1/10/2005

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of May, 2005, by _____, as _____ of Bank of America, N.A., a national banking association, on behalf of such entity.

{Seal}

_____
Notary Public in and for the State of Texas

My commission expires:_____

SANANTONIO 438490v3 46715-01294

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of May, 2005, by _____, as _____ of Pathology Partners, Inc., a Delaware corporation, on behalf of such entity.

{Seal} _____
Notary Public in and for the State of Texas

My commission expires:_____

STATE OF Illinois)
)
COUNTY OF Cook)

This instrument was acknowledged before me this 11 day of May, 2005, by David Johanson, as Vice President of Bank of America, N.A., a national banking association, on behalf of such entity.

{Seal} _____
Notary Public in and for the State of ~~Texas~~ Illinois

My commission expires: 2/1/09

OFFICIAL SEAL
MARIA PAGGAO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/01/09

SANANTONIO 438490v3 46715-01294

Schedule 1

Trademarks, Trademark Licenses

Mark	Registration / Application Number
Together Pathology Partners Shaping Tomorrow	75 - 751,838

SANANTONIO 438490v3 46715-01294