

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------------|
| AMERIPATH, INC. | | 01/31/2006 | CORPORATION: DELAWARE |
| AMERIPATH NEW YORK, INC. (now known as AMERIPATH NEW YORK, LLC) | | 01/31/2006 | LIMITED LIABILITY COMPANY: DELAWARE |
| Pathology Consultants of America, Inc. (now known as Ameripath, Inc.) | | 01/31/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Wachovia Bank, National Association, as Administrative Agent |
| Street Address: | 201 South College Street |
| Internal Address: | CP-8 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28288-0680 |
| Entity Type: | National Banking Association: |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 2805768 | PATHLOOK |
| Registration Number: | 2581218 | CENTER FOR ADVANCED DIAGNOSTICS |
| Registration Number: | 2552589 | D DERM PATH DIAGNOSTICS |
| Registration Number: | 2143503 | AMERIPATH |
| Registration Number: | 2143464 | |
| Registration Number: | 2418015 | PATHSOURCE |
| Registration Number: | 2378252 | THE INSTITUTE FOR DERMATOPATHOLOGY |
| Registration Number: | 1391137 | DERMPATH |

CORRESPONDENCE DATA

900041737

**TRADEMARK
 REEL: 003243 FRAME: 0638**

CH \$215.00 2805768

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Christine Wilson |
| Signature: | /CHRISTINE WILSON/ |
| Date: | 02/09/2006 |

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2006, among AmeriPath Holdings, Inc. ("Holdings"), AmeriPath, Inc. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule II hereto (together with Holdings and the Borrower, the "Grantors") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of January 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors, the Lenders party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of January 31, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The Borrower will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors, pursuant to the Collateral Agreement, did and hereby do grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such

intent-to-use trademark applications under applicable federal law) (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERIPATH HOLDINGS, INC.

By: David L. Redmond
Name: David L. Redmond
Title: Executive Vice President

AMERIPATH, INC.

By: David L. Redmond
Name: David L. Redmond
Title: Executive Vice President

SUBSIDIARIES

AMERIPATH 5.01(a) CORPORATION
(a Texas not-for-profit corporation)
AMERIPATH CINCINNATI, INC.
(an Ohio corporation)
AMERIPATH CLEVELAND, INC.
(an Ohio corporation)
AMERIPATH CONSOLIDATED LABS, INC.
(a Florida corporation)
AMERIPATH FLORIDA, LLC
(a Delaware limited liability company)
AMERIPATH HOSPITAL SERVICES -
FLORIDA, LLC
(a Delaware corporation)
AMERIPATH INDIANA, LLC
(an Indiana limited liability company)
AMERIPATH KENTUCKY, INC.
(a Kentucky corporation)
AMERIPATH LUBBOCK 5.01(a)
CORPORATION
(a Texas not-for-profit corporation)
AMERIPATH MARKETING USA, INC.
(a Florida corporation)
AMERIPATH MICHIGAN, INC.
(a Michigan corporation)
AMERIPATH MISSISSIPPI, INC.
(a Mississippi corporation)
AMERIPATH NEW YORK, LLC
(a Delaware corporation)
AMERIPATH NORTH CAROLINA, INC.
(a North Carolina corporation)
AMERIPATH OHIO, INC.
(a Delaware corporation)
AMERIPATH PAT 5.01(a) CORPORATION
(a Texas not-for-profit corporation)
AMERIPATH PENNSYLVANIA, LLC
(a Pennsylvania limited liability company)

AMERIPATH PHILADELPHIA, INC.
(a New Jersey corporation)
AMERIPATH SAN ANTONIO 5.01(a)
CORPORATION
(a Texas not-for-profit corporation)
AMERIPATH SEVERANCE 5.01(a)
CORPORATION
(a Texas not-for-profit corporation)
AMERIPATH WISCONSIN, LLC
(a Wisconsin limited liability company)
AMERIPATH YOUNGSTOWN LABS, INC.
(an Ohio corporation)
AMERIPATH YOUNGSTOWN, INC.
(an Ohio corporation)
AMERIPATH, LLC
(a Delaware limited liability company)
ANATOMIC PATHOLOGY SERVICES, INC.
(an Oklahoma corporation)
API NO. 2, LLC
(a Delaware limited liability company)
ARIZONA PATHOLOGY GROUP, INC.
(an Arizona corporation)
ARLINGTON PATHOLOGY ASSOCIATION
5.01(a) CORPORATION
(a Texas not-for-profit corporation)
DERMATOPATHOLOGY SERVICES, INC.
(an Alabama corporation)
DFW 5.01(a) CORPORATION
(a Texas not-for-profit corporation)
DIAGNOSTIC PATHOLOGY MANAGEMENT
SERVICES, LLC
(an Oklahoma limited liability company)
KAILASH B. SHARMA, M.D., INC.
(a Georgia corporation)
NAPA 5.01(a) CORPORATION
(a Texas not-for-profit corporation)
OCMULGEE MEDICAL PATHOLOGY
ASSOCIATION, INC.
(a Georgia corporation)

PCA OF DENVER, INC.
(a Tennessee corporation)
PCA OF NASHVILLE, INC.
(a Tennessee corporation)
PCA SOUTHEAST II, INC.
(a Tennessee corporation)
PETER G. KLACSMANN, M.D., INC.
(a Georgia corporation)
REGIONAL PATHOLOGY CONSULTANTS,
LLC
(a Utah limited liability company)
ROCKY MOUNTAIN PATHOLOGY, LLC
(a Utah limited liability company)
SHARON G. DASPIT, M.D., INC.
(a Georgia corporation)
SHOALS PATHOLOGY ASSOCIATES, INC.
(an Alabama corporation)
SIMPSON PATHOLOGY 5.01(a)
CORPORATION
(a Texas not-for-profit corporation)
SPECIALTY LABORATORIES, INC.
(a California Corporation)
STRIGEN, INC.
(a Utah corporation)
TID ACQUISITION CORP.
(a Delaware corporation)
TXAR 5.01(a) CORPORATION
(a Texas not-for-profit corporation)

By: David L. Redmond
Name: David L. Redmond
Title: Vice President

AMERIPATH TEXAS, LP
(a Delaware limited partnership)

By: AmeriPath, LLC,
its General Partner

By: David L. Redmond
Name: David L. Redmond
Title: Vice President

NUCLEAR MEDICINE AND PATHOLOGY
ASSOCIATES
(a Georgia general partnership)

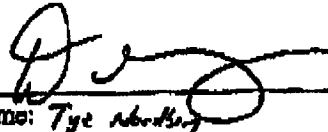
By: Sharon G. Daspit, M.D.,
a General Partner

By: David L. Redmond
Name: David L. Redmond
Title: Vice President

JAN-30-2005 17:12 FROM:

TO: Cahill Gordon Rein P.11/12

WACHOVIA BANK, NATIONAL
ASSOCIATION, AS COLLATERAL AGENT

By: 
Name: *Tye Abernethy*
Title: *V.P.*

[Trademark Security Agreement]

TRADEMARK
REEL: 003243 FRAME: 0647

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

U.S. Registered Trademarks

| Registered Owner | Mark | Registration Number |
|---|---|---------------------|
| AmeriPath, Inc. | PATHLOOK | 2,805,768 |
| | CENTER FOR ADVANCED DIAGNOSTICS & Design | 2,581,218 |
| | D DERMPATH DIAGNOSTICS | 2,552,589 |
| | AMERIPATH & Design | 2,143,503 |
| | Leaf Design | 2,143,464 |
| Pathology Consultants of America, Inc. | PATHSOURCE | 2,418,015 |
| | THE INSTITUTE FOR DERMATOPATHOLOGY | 2,378,252 |
| AmeriPath New York, Inc. | DERMPATH | 1,391,137 |

Schedule II

1. AmeriPath 5.01(a) Corporation
2. AmeriPath Cincinnati, Inc.
3. AmeriPath Cleveland, Inc.
4. AmeriPath Consolidated Labs, Inc.
5. AmeriPath Florida, LLC
6. AmeriPath Hospital Services - Florida, LLC
7. AmeriPath Indiana, LLC
8. AmeriPath Kentucky, Inc.
9. AmeriPath Lubbock 5.01(a) Corporation
10. AmeriPath Marketing USA, Inc.
11. AmeriPath Michigan, Inc.
12. AmeriPath Mississippi, Inc.
13. AmeriPath New York, LLC
14. AmeriPath North Carolina, Inc.
15. AmeriPath Ohio, Inc.
16. AmeriPath PAT 5.01(a) Corporation
17. AmeriPath Pennsylvania, LLC
18. AmeriPath Philadelphia, Inc.
19. AmeriPath SC, Inc.
20. AmeriPath San Antonio 5.01(a) Corporation
21. AmeriPath Severance 5.01(a) Corporation
22. AmeriPath Texas, LP
23. AmeriPath Wisconsin, LLC
24. AmeriPath Youngstown Labs, Inc.
25. AmeriPath Youngstown, Inc.
26. AmeriPath, LLC
27. Anatomic Pathology Services, Inc.
28. API No. 2, LLC
29. Arizona Pathology Group, Inc.
30. Arlington Pathology Association 5.01(a) Corporation
31. Dermatopathology Services, Inc.

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32. DFW 5.01(a) Corporation
 33. Diagnostic Pathology Management Services, LLC
 34. Kailash B. Sharma, M.D., Inc.
 35. Nuclear Medicine and Pathology Associates
 36. NAPA 5.01(a) Corporation
 37. Ocmulgee Medical Pathology Association, Inc.
 38. O'Quinn Medical Pathology Association, LLC
 39. PCA of Denver, Inc.
 40. PCA of Nashville, Inc.
 41. PCA Southeast II, Inc.
 42. Peter G. Klacsmann, M.D., Inc.
 43. Regional Pathology Consultants, LLC
 44. Rocky Mountain Pathology, L.L.C.
 45. Sharon G. Daspit, M.D., Inc.
 46. Shoals Pathology Associates, Inc.
 47. Simpson Pathology 5.01(a) Corporation
 48. Specialty Laboratories, Inc.
 49. Strigen, Inc.
 50. TID Acquisition Corp.
 51. TXAR 5.01(a) Corporation