

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sheridan Healthcare, Inc.		10/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Independence Center, 15th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78759501	SHERIDAN CHILDREN'S HEALTHCARE SERVICES	
Serial Number:	78759539	SCHS SHERIDAN CHILDREN'S HEALTHCARE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.2999NTSHERIDANJES		
NAME OF SUBMITTER:	Ellen A. Rubel		

OP \$65.00 78759501

Signature:

/Ellen A. Rubel/

Date:

12/07/2006

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Security Agreement dated as of October 6, 2006 (the "Security Agreement") by and among the Obligors thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as second lien Collateral Agent (the "Collateral Agent") for the lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

TRADEMARK APPLICATIONS

See attached Schedule A.

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark application.


Very truly yours,

SHERIDAN HEALTHCARE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

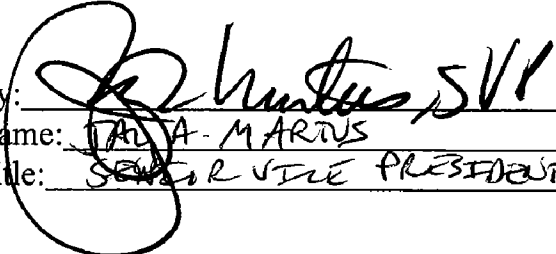
BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____
Name: Charles Graber
Title: Vice President

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark application.

Very truly yours,

SHERIDAN HEALTHCARE, INC.,
a Delaware corporation

By: 
Name: PAULA A. MARTUS
Title: SENIOR VICE PRESIDENT

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

**Sheridan Healthcare, Inc.
(Delaware Corporation)**

U.S. Trademarks

Pending Applications

Mark	Application No.	Filing Date
SHERIDAN CHILDREN'S HEALTHCARE SERVICES	78759501	11/22/2005
SCHS	78759539	11/22/2005