

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sentient SMS Acquisition Corp.		02/01/2007	CORPORATION: DELAWARE
Surgical Monitoring Services, Inc.		02/01/2007	CORPORATION: DELAWARE
Sentient Neurocare Services, Inc.		02/01/2007	CORPORATION: MARYLAND
Sentient SMS Holdings Corp.		02/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	281 Tresser Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Association: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044331	SENTIENT MEDICAL SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(212)541-4630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2125412000		
Email:	nyuspto@bryancave.com		
Correspondent Name:	J. Christopher Eagan		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104		
ATTORNEY DOCKET NUMBER:	0205814/SMS-WEBSTER		
NAME OF SUBMITTER:	J. Christopher Eagan		

CH \$40.00 3044331

Signature:	/J. Christopher Eagan/
Date:	03/22/2007
Total Attachments: 7 source=tmsecagmtwebsterbank#page1.tif source=tmsecagmtwebsterbank#page2.tif source=tmsecagmtwebsterbank#page3.tif source=tmsecagmtwebsterbank#page4.tif source=tmsecagmtwebsterbank#page5.tif source=tmsecagmtwebsterbank#page6.tif source=tmsecagmtwebsterbank#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2007, among SENTIENT SMS ACQUISITION CORP. (the "Lead Borrower"), SURGICAL MONITORING SERVICES, INC., ("Surgical Monitoring"), and SENTIENT NEUROCARE SERVICES, INCORPORATED ("Sentient Neurocare"), the other borrowers party hereto from time to time (the Lead Borrower, Surgical Monitoring, Sentient Neurocare and the other borrowers party hereto from time to time, each a "Borrower" and, collectively, the "Borrowers"), SENTIENT SMS HOLDINGS CORP. (the "Parent"), each Subsidiary that becomes a party hereto from time to time (each a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Borrowers, the Subsidiary Guarantors and the Parent are referred to herein each as a "Grantor" and, collectively, as the "Grantors"), and WEBSTER BANK, NATIONAL ASSOCIATION (the "Bank").

Reference is made to: (i) the Credit Agreement, dated as of February 1, 2007, among the Lead Borrower, the other Borrowers party thereto from time to time, the Parent and the Bank (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement") and (ii) the Security Agreement, dated as of February 1, 2007 among the Lead Borrower, the other Borrowers party thereto from time to time, the Parent, each Subsidiary that becomes a party thereto from time to time, and the Bank (as amended, supplemented or otherwise modified from time to time, the "Security Agreement").

Each of the Subsidiary Guarantors and the Parent has agreed to guarantee, among other things, all the obligations of each Loan Party under the Loan Documents. The execution and delivery by the Grantors of this Agreement are required by the Credit Agreement, and the parties to the Credit Agreement would not have entered into the Credit Agreement if the Grantors had not been required to execute and deliver this Agreement.

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 Credit Agreement or the Security Agreement. The rules of construction specified in Section 1.2 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, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Bank 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 such Grantor or in which such Grantor now has 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, in each case listed on Schedule I, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (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. Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation of, the security interests granted to the Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Applicable Law; Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and any other agreement or documents relating thereto and the rights and obligations of the parties hereunder and thereunder shall be construed and interpreted in accordance with the law of Connecticut. Each Grantor hereby acknowledges that the underlying transactions to which the Loan Documents relate concerns the making, now or in the future of loans and advances to any Borrower and that said obligations of the Grantors are primarily to be performed in the State of Connecticut. Each Grantor agrees that the execution of this Agreement and the other Loan Documents and the rights and obligations of the parties hereunder and thereunder shall be deemed to have a Connecticut situs and each Grantor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Bank or its successors or assigns, may commence hereunder or thereunder. Accordingly, each Grantor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement and the other Loan Documents, the Loans and/or any agreement,

instrument or document executed or delivered in connection with this Agreement and the other Loan Documents or the enforcement of any of the foregoing.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Grantor irrevocably consents to service of process in the manner provided for notices herein. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 6. WAIVER OF JURY TRIAL; OTHER WAIVER.

(a) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) EACH GRANTOR HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH BANK OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

(c) EACH PARTY HERETO HEREBY ACKNOWLEDGES THAT THE TRANSACTIONS CONTEMPLATED HEREIN CONSTITUTE COMMERCIAL TRANSACTIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO SECTION 52-278F OF THE CONNECTICUT GENERAL STATUTES, EACH GRANTOR HEREBY WAIVES AND RELINQUISHES ALL RIGHTS TO NOTICE AND

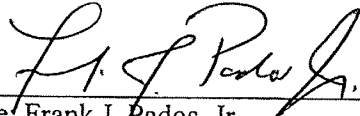
HEARING AS PROVIDED IN SECTIONS 52-278A THROUGH 52-278G OF SAID CONNECTICUT GENERAL STATUTES PRIOR TO THE SECURING OF ANY PREJUDGMENT REMEDY AGAINST SUCH GRANTOR IN CONNECTION WITH THE OBLIGATIONS OR ANY OF THE INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

[Remainder of this page intentionally left blank]

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

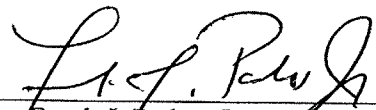
SENTIENT SMS ACQUISITION CORP.

by


Name: Frank J. Pados, Jr
Title: President

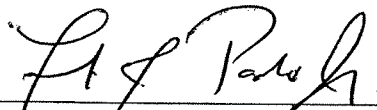
SENTIENT SMS HOLDINGS CORP.

by


Name: Frank J. Pados, Jr
Title: President

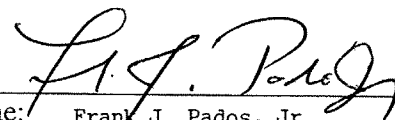
SURGICAL MONITORING SERVICES,
INC.

by


Name: Frank J. Pados, Jr.
Title: Vice President

SENTIENT NEUROCARE SERVICES,
INCORPORATED

by

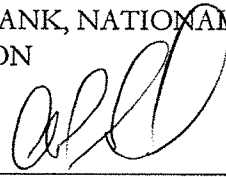

Name: Frank J. Pados, Jr.
Title: Vice President

[Signature page to the Trademark Security Agreement]

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

WEBSTER BANK, NATIONAL
ASSOCIATION

by:



Name: Al Schenck
Title: Vice President

[Signature page to the Trademark Security Agreement]

TRADEMARK
REEL: 003504 FRAME: 0956

SCHEDULE I

Trademarks

SURGICAL MONITORING SERVICES, INC.

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
Sentient Medical Systems	3044331	1/17/2016

Trade Name:

Surgical Monitoring owns the trade name "Sentient Medical Systems", pursuant to a trade name application filed with the State of Maryland Department of Assessments and Taxation, Charter Division, in July 2003.

Surgical Monitoring Services, Inc., Sentient Neurocare Services, Incorporated and their Subsidiaries own the following domain names:

- a) Sentientmedical.com;
- b) Sentientmedical.net;
- c) Sentientmedicalsystems.com;
- d) Surgicalblog.com;
- e) Surgicalmonitoring.net.