

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-----------------------|
| UHS MERGER SUB, INC. | | 05/31/2007 | CORPORATION: DELAWARE |
| UNIVERSAL HOSPITAL SERVICES, INC. | | 05/31/2007 | CORPORATION: DELAWARE |
| UHS HOLDCO, INC. | | 05/31/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------|
| Name: | MERRILL LYNCH CAPITAL |
| Street Address: | 222 N. LASALLE STREET |
| Internal Address: | 16TH FLOOR |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60601 |
| Entity Type: | NEW YORK BANKING CORPORATION: |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2997683 | UHS |
| Registration Number: | 2997707 | UHS |
| Registration Number: | 2997705 | UHS |
| Registration Number: | 2997706 | UHS UNIVERSAL HOSPITAL SERVICES SERVICE YOU CAN COUNT ON. |
| Registration Number: | 1952473 | CHAMP |
| Registration Number: | 1183312 | UNIVERSAL HOSPITAL SERVICES, INC. |

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455

CH \$165.00 2997683

Email: jlik@shearman.com
Correspondent Name: Sharon Herman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

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|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 35612/4 T SA |
| NAME OF SUBMITTER: | Sharon Herman |
| Signature: | /SHARON HERMAN/ |
| Date: | 06/11/2007 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 31, 2007 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of MERRILL LYNCH CAPITAL, a division of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, UHS MERGER SUB, INC., a Delaware corporation, UNIVERSAL HOSPITAL SERVICES, INC., a Delaware corporation, UHS HOLDCO, INC., a Delaware corporation, have entered into a Credit Agreement dated as of May 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders party thereto and MERRILL LYNCH CAPITAL, a division of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., as administrative agent.

WHEREAS, as a condition precedent to (i) the making of the Loans, (ii) the issuance of Letters of Credit by the Lenders under the Credit Agreement, and (iii) the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of May 31, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property Collateral of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark constituting Material Intellectual Property Collateral owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);
- (ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Notwithstanding the foregoing, no security interest shall be granted in any United States intent-to-use 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 federal law.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

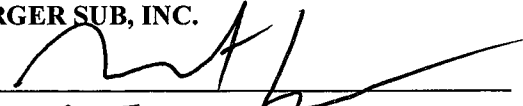
Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall govern.

Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UHS MERGER SUB, INC.

By:


Name: Robert Juneja
Title: President

UNIVERSAL HOSPITAL SERVICES, INC., after
giving effect to the Acquisition

By: Rex T. Clevenger
Name: REX CLEVINGER
Title: CFO + Executive Vice President

UHS HOLDCO, INC.

By: Rex T Clewinger
Name: REX CLEWINGER
Title: CFO + EXECUTIVE VICE PRESIDENT

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

| Trademark | Reg. No. | Reg. Date |
|---|-----------|--------------------|
| UHS | 2,997,683 | September 20, 2005 |
| UHS | 2,997,707 | September 20, 2005 |
| UHS | 2,997,705 | September 20, 2005 |
| UHS UNIVERSAL HOSPITAL SERVICES YOU CAN COUNT ON | 2,997,706 | September 20, 2005 |
| CHAMP | 1,952,473 | January 30, 1996 |
| UNIVERSAL HOSPITAL SERVICES, INC. | 1,183,312 | December 22, 1981 |

U.S. TRADEMARK APPLICATIONS

NONE.