

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN 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

ATTORNEY DOCKET NUMBER: 35612/4

NAME OF SUBMITTER: Sharon Herman

Signature: /SHARON HERMAN/

Date: 06/12/2007

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement") dated May 31, 2007 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent (together with any successor collateral agent appointed pursuant to Article 12 of the Indenture referred to below, the "Collateral Agent") for the benefit of the Trustee (as defined below) and the Holders of the Notes (collectively, the "Secured Parties").

WHEREAS, UHS MERGER SUB, INC., a Delaware corporation and Wells Fargo, as trustee (the "Trustee"), have entered into an Indenture dated as of May 31, 2007 (such agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Indenture").

WHEREAS, as a requirement of the Indenture each Grantor has executed and delivered that certain Second Lien 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 Second Lien 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 Second Lien Trademark Security Agreement.

Section 3. Execution in Counterparts. This Second Lien 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 Second Lien 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 Second Lien Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall govern. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the General Intercreditor Agreement, dated as of May 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as First Lien Collateral Agent, and Wells Fargo, as Junior Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time, and consented to by Universal Hospital Services, Inc. and the Grantors identified therein. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

UNIVERSAL HOSPITAL SERVICES, INC.

By:

Rex T. Cleveland
Name: REX C. CLEVELAND
Title: CFO + EXEC VP

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003559 FRAME: 0430

UHS HOLDCO, INC.

By: Rex T. Cleveland
Name: REX CLEVELAND
Title: CFO & EXEC. VP


Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003559 FRAME: 0431

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

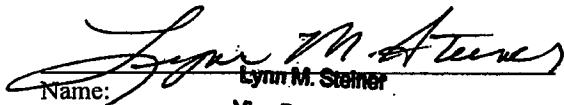
UHS MERGER SUB, INC.

By: _____


Name: **BRET BOWERMAN**
Title: **VICE PRESIDENT**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By:



Name:

Lynn M. Steiner

Title:

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.