

**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
Spheris Inc.		07/17/2007	CORPORATION: DELAWARE
Spheris Operations LLC		07/17/2007	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78301822	SPHERIS
Serial Number:	77004664	CLARITY
Serial Number:	77004660	PRINCIPLE
Serial Number:	76105599	HEALTHSCRIBE
Serial Number:	74152488	HEALTHSCRIBE
Serial Number:	75891328	PRACTICE ANYWHERE
Serial Number:	75892038	S SCRIBES ONLINE

**CORRESPONDENCE DATA**

Fax Number: (202)551-0214  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-551-1814  
 Email: johnretsos@paulhastings.com

CH \$190.00 78301822

Correspondent Name: Paul, Hastings, Janofsky & Walker LLP  
Address Line 1: 875 15th Street N.W.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	John K. Retsos
Signature:	/John K. Retsos/
Date:	07/30/2007

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of July, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Financing Agreement dated as of July 17, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among Spheris Operations LLC, a Tennessee limited liability company as borrower ("Borrower"), Spheris Holding II, Inc., a Delaware corporation ("Holdings"), Spheris Inc., a Delaware corporation (the "Parent"), Spheris Leasing LLC, a Tennessee limited liability company ("Leasing"), Spheris Canada Inc., a Tennessee corporation ("Canada"), and Vianeta Communications, a California corporation ("Vianeta"), and together with Holdings, Parent, Leasing and Canada, each a "Guarantor" and individually and collectively and jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Cratos Capital Management LLC, a Delaware limited liability company ("Cratos"), as administrative agent for the Lenders (together with its successors, and assigns, if any, in such capacity, "Administrative Agent"), the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated as of July 17, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and, to the extent constituting Collateral, its Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so

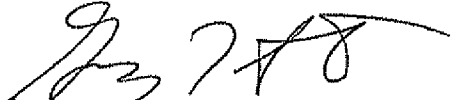
transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

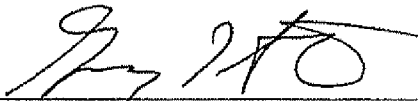
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**SPHERIS INC.**

By:   
Name: Gregory T. Stevens  
Title: Chief Administrative Officer and General Counsel;  
Chief Compliance Officer and Secretary

**SPHERIS OPERATIONS LLC**

By:   
Name: Gregory T. Stevens  
Title: Secretary

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC, as Collateral Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**GRANTORS:**

**SPHERIS INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SPHERIS OPERATIONS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC, as Collateral Agent**

By: \_\_\_\_\_  
Name: Daniel Wolf  
Title: President

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

Owner	Trademark	Serial/App./Reg. No.	Reg./Filing Date
Spheris Inc.	Spheris	78/301,822	06/06/2006
Spheris Operations LLC	Clarity	77/004,664	09/21/2006
Spheris Operations LLC	Principle	77/004,660	09/21/2006
Spheris Operations LLC*	HealthScribe and Design	76/105,599	07/24/2001
Spheris Operations LLC*	Healthscribe	74/152,488	03/07/1995
Spheris Operations LLC**	Practice Anywhere	75/891,328	02/05/2002
Spheris Operations LLC**	S Scribes Online	75/892,038	04/17/2001

\*Assignments from HealthScribe, Inc. to Spheris Operations LLC have been filed with the PTO.

\*\*Assignments from Healthscribe – Scribes Acquisition, Inc. to Spheris Operations LLC have been filed with the PTO.

**Trademarks (India)**

Owner	Trademark	Serial/App. No.	Reg./Filing Date
Spheris Inc.	Spheris	1389710	09/30/2005