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
Cunningham Pathology, L.L.C.		04/30/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1171727	CUNNINGHAM PATHOLOGY ASSOCIATES P.A.

OP $40.00 1171727

CORRESPONDENCE DATA

Fax Number: (212)508-1450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-705-7768
Email: brandi.sinkovich@bingham.com
Correspondent Name: Brandi Sinkovich
Address Line 1: 399 Park Avenue
Address Line 2: Bingham McCutchen
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	08/29/2007

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of April 30, 2007, by CUNNINGHAM PATHOLOGY, L.L.C. (the "Pledgor"), in favor of WELLS FARGO FOOTHILL, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to the Amended and Restated Security Agreement dated February 16, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (other than Excluded Property) of the Pledgor (the "Trademark Collateral"):

(a) Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the security interest created hereunder shall automatically terminate and be of no further force or effect. Upon any sale of the Trademark Collateral pursuant

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to a transaction permitted by the Credit Agreement and/or the Security Agreement, the security interest in such Trademark Collateral shall automatically terminate. Upon any such termination of the security interest, the Collateral Agent shall at the Pledgor's expense, execute, acknowledge, and deliver to the Pledgor the proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering by telecopier or electronic Adobe PDF file one or more counterparts.

[Signature page follows]

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

Very truly yours,

CUNNINGHAM PATHOLOGY, L.L.C.

By: _____

Name: James C. New
Title: Chief Executive Officer

Accepted and Agreed:

WELLS FARGO FOOTHILL, INC.,
as Collateral Agent

By: _____

Name:
Title:

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

Very truly yours,

CUNNINGHAM PATHOLOGY, L.L.C.

By: _____
Name: James C. New
Title: Chief Executive Officer

Accepted and Agreed:

WELLS FARGO FOOTHILL, INC.,
as Collateral Agent

By: _____
Name: Lisa Robaut
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cunningham Pathology, L.L.C.	1,171,727 (USPTO)	"Cunningham" and Design (Microscope)

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
N/A		