Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Wells Fargo Foothill, Inc.		12/10/2007	CORPORATION:	

RECEIVING PARTY DATA

Name:	Cunningham Pathology, L.L.C.		
Street Address:	924 Montclair Road, Suite 200		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35213		
Entity Type:	LIMITED LIABILITY COMPANY:		

PROPERTY NUMBERS Total: 1

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

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: Bingham McCutchen LLP

Address Line 1: 399 Park Avenue
Address Line 2: Brandi Sinkovich

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Brandi Sinkovich		
Signature:	/brandi sinkovich/		
Date:	12/11/2007		

Total Attachments: 3

TRADEMARK REEL: 003676 FRAME: 0054

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "<u>Termination</u>"), is dated as of December 10, 2007, and made by Wells Fargo Foothill, Inc., a California corporation ("<u>Grantee</u>") to Cunningham Pathology, L.L.C., a Delaware limited liability company ("<u>Grantor</u>).

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 30, 2007, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 29, 2007, at Reel 3611 and Frame 0719; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto.
- 2. <u>Release of Security Interest.</u> Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.
- 3. <u>Representations and Warranties</u>. Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
- 4. <u>Further Assurances</u>. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

WELLS FARGO FOOTHILL, INC.

Name:

Title:

SIGNATURE PAGE TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

Schedule A

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date	Reel/Frame
"Cunningham" and Design (Microscope)	1,171,727 (USPTO)	September 29, 1981	3611/0719

A/72337415.2

RECORDED: 12/11/2007