

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aurora Diagnostics Holdings, LLC		12/10/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Second Lien Collateral Agent		
<b>Street Address:</b>	6011 Connecticut Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	LIMITED PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1171727	CUNNINGHAM PATHOLOGY ASSOCIATES P.A.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	Scott M. Kareff, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	028756.0002		
<b>NAME OF SUBMITTER:</b>	Scott M. Kareff, Esq. (028756.0002)		
<b>Signature:</b>	/kc for smk/		

CH \$40.00 1171727

Date:

12/11/2007

**Total Attachments: 5**

source=Trademark Grant of Security Interest for Aurora Diagnostics Holdings, LLC Second Lien#page1.tif

source=Trademark Grant of Security Interest for Aurora Diagnostics Holdings, LLC Second Lien#page2.tif

source=Trademark Grant of Security Interest for Aurora Diagnostics Holdings, LLC Second Lien#page3.tif

source=Trademark Grant of Security Interest for Aurora Diagnostics Holdings, LLC Second Lien#page4.tif

source=Trademark Grant of Security Interest for Aurora Diagnostics Holdings, LLC Second Lien#page5.tif

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Aurora Diagnostics Holdings, LLC and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated December 10, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Goldman Sachs Specialty Lending Group, L.P., as the Second Lien Collateral Agent for itself and certain lenders (in such capacity, together with its permitted successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, that in no event shall the term "Collateral" include any Excluded Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the payment in full in cash (except for contingent obligations for which no claim has been made) of all Secured Obligations (as defined in the Security Agreement), and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of December 10 2007.

AURORA DIAGNOSTICS HOLDINGS, LLC

By: 

Name: Martin J. Stefanelli  
Title: Chief Operating Officer

AURORA DIAGNOSTICS, LLC  
AURORA FLORIDA, LLC  
AURORA GEORGIA, LLC  
AURORA NEW HAMPSHIRE, LLC  
AURORA NEW YORK, LLC  
AURORA MICHIGAN, LLC  
C R COLLECTIONS, LLC  
CUNNINGHAM PATHOLOGY, L.L.C.  
SEACOAST PATHOLOGY, INC.  
AURORA GREENSBORO, LLC  
MARK & KAMBOUR, LLC  
GREENSBORO PATHOLOGY, LLC  
COVENANT HEALTHCARE LAB, LLC  
AURORA LMC, LLC

By: 

Name: Martin J. Stefanelli  
Title: Chief Operating Officer

STATE OF GEORGIA     )  
                                  ) ss.:  
COUNTY OF COBB     )



On this \_\_\_ day of \_\_\_\_\_, 2007, before me, Lisa C. Allen,  
Notary Public, personally appeared Martin Stefanelli personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he executed the same in his authorized  
capacity(ies), and that by his signature on the instrument the person, or the entity(ies) upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lisa C. Allen  
My Commission expires: August 21, 2008



SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Country	Status	App. Date/ Reg. Date	App. No./ Reg. No.	Owner
<p align="center">CUNNINGHAM PATHOLOGY ASSOCIATES P.A.</p> 	US	Registered	9/29/1981	1171727	Cunningham Pathology, LLC
<p align="center">Design Only</p>  <p align="center"><b>CUNNINGHAM PATHOLOGY, LLC</b></p>	US State Alabama	Registered	7/8/2003	105-093	Cunningham Pathology, LLC

10565792.1

2

**RECORDED: 12/12/2007**

**TRADEMARK  
REEL: 003676 FRAME: 0664**