

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
Tri-anim Health Services, Inc.		06/04/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 W. Monroe Street		
Internal Address:	11th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2426937	E-QUICK	
Registration Number:	2889922	EVALUEPEAK	
Serial Number:	77273840	CONTASURE	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	mcogburn@kilpatrickstockton.com		
Correspondent Name:	Michael Parisi, Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	G3560.356786		
NAME OF SUBMITTER:	Margaret A. Cogburn		

OP \$90.00 2426937

Signature:	/Margaret A. Cogburn/
Date:	06/09/2008
Total Attachments: 6 source=Tri_anim TM Security Agreement#page1.tif source=Tri_anim TM Security Agreement#page2.tif source=Tri_anim TM Security Agreement#page3.tif source=Tri_anim TM Security Agreement#page4.tif source=Tri_anim TM Security Agreement#page5.tif source=Tri_anim TM Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS Trademark Security Agreement, dated as of June 4, 2008, is made by Tri-anim Health Services, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of June 4, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sarnova Acquisition Company (to be merged with and into Tri-anim Health Services, Inc.), Tri-anim Health Services, Inc., BEMS Holdings, LLC, Bound Tree Medical, LLC, Emergency Medical Products, Inc., Sunbelt Medical Supply, Inc., Sarnova HC, LLC (together, the "Borrowers"), Sarnova, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

Whereas, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

Whereas, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

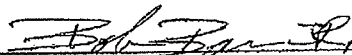
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, undersigned 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.

Very truly yours,

TRI-ANIM HEALTH SERVICES, INC., as
Grantor

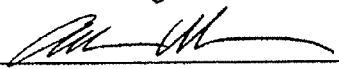
By: 
Name: Robert A. Byers, Jr.
Title: Chief Executive Officer and President

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE 1

TRADEMARK
REEL: 003792 FRAME: 0099

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Adam Willis
Title: Duly Authorized Signatory

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
E-QUICK	75/925531 02/10/2000	2426937 02/06/2001	Tri-anim Health Services, Inc.
EVALUEPEAK	76/499429 03/13/2003	2889922 09/28/2004	Tri-anim Health Services, Inc.

TRADEMARK APPLICATIONS

Mark	Serial No./ Filing Date	Current Owner
CONTASURE	77/273840 09/07/2007	Tri-anim Health Services, Inc.

Schedule I to Trademark Security Agreement

US2008 307569.4

RECORDED: 06/09/2008

**TRADEMARK
REEL: 003792 FRAME: 0102**