

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
Surgical Monitoring Services, Inc.		06/27/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Midwest Mezzanine Fund IV, L.P., as Agent		
Street Address:	55 West Monroe, Suite 3650		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044331	SENTIENT MEDICAL SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	320486-16		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	06/30/2008		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 27, 2008, among SENTIENT SMS ACQUISITION CORP. (the “Lead Borrower”), SURGICAL MONITORING SERVICES, INC. (“Surgical Monitoring”), and SENTIENT NEUROCARE SERVICES, INCORPORATED (“Sentient Neurocare”), the other borrowers party hereto from time to time (the Lead Borrower, Surgical Monitoring, Sentient Neurocare and the other borrowers party hereto from time to time, each a “Borrower” and, collectively, the “Borrowers”), SENTIENT SMS HOLDINGS CORP. (the “Parent”), each Subsidiary that becomes a party hereto from time to time (each a “Subsidiary Guarantor” and, collectively, the “Subsidiary Guarantors”; the Borrowers, the Subsidiary Guarantors and the Parent are referred to herein each as a “Grantor” and, collectively, as the “Grantors”), and MIDWEST MEZZANINE FUND IV, L.P., a Delaware limited partnership (the “Agent”).

Reference is made to: (i) the Amended and Restated Note Purchase Agreement, dated as of the date hereof, among the Lead Borrower, the other Borrowers party thereto from time to time, the Parent, the Agent and the Purchasers (as amended, supplemented or otherwise modified to the date hereof, the “Purchase Agreement”) and (ii) the Security Agreement, dated as of the date hereof among the Lead Borrower, the other Borrowers party thereto from time to time, the Parent, each Subsidiary that becomes a party thereto from time to time, and the Agent (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”).

Each of the Subsidiary Guarantors and the Parent has agreed to guarantee, among other things, all the obligations of each Credit Party under the Operative Documents. The execution and delivery by the Grantors of this Agreement are required by the Purchase Agreement, and the parties to the Purchase Agreement would not have entered into the Purchase Agreement if the Grantors had not been required to execute and deliver this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Purchase Agreement or the Security Agreement. The rules of construction specified in Section 1.3 of the Purchase Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent for the benefit of the Purchasers a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule I, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law; Jurisdiction; Consent to Service of Process.

(a) All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Illinois, applicable to contracts made and wholly to be performed in that state.

(b) As part of the consideration for new value received, and regardless of any present or future domicile or principal place of business of the Grantor or the Purchasers, each Grantor hereby consents and agrees that the United States District Court or any other Court having situs within Chicago, Illinois, shall have exclusive jurisdiction to hear and determine any claims or disputes between any Grantor and the Agent and any of the Purchasers pertaining to, arising out of, or relating to this Agreement. Each Grantor waives any objection based upon lack of personal jurisdiction improper venue or forum non conveniens. Each Grantor hereby waives personal service of the summons, complaint and other process issued in any such action or suit and agrees that service of such summons, complaint and other process may be made by complying with the provisions for giving notice as set forth in this Agreement. Nothing in this Agreement shall be

deemed or operate to affect the right of the Agent or the Purchasers to serve legal process in any other manner permitted by law, or to preclude the enforcement by the Agent or any of the Purchasers of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.

SECTION 6. WAIVERS OF JURY TRIAL; OTHER WAIVER.

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, EACH GRANTOR WAIVES: (I) PRESENTMENT, DEMAND AND PROTEST, AND NOTICE OF PRESENTMENT WITH RESPECT TO THIS AGREEMENT AND (II) ITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY LITIGATION INSTITUTED IN RESPECT OF THIS AGREEMENT. EACH GRANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO THE AGENT AND EACH PURCHASER'S ENTERING INTO THIS AGREEMENT AND THAT EACH OF THE PURCHASERS IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH THE GRANTORS. EACH GRANTOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

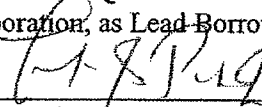
SECTION 7. SUBORDINATION AGREEMENT

The Liens created under this Agreement and the Security Agreement are subordinate to the Liens created under the Senior Loan Documents in the manner and to the extent set forth in the Senior/Mezzanine Subordination Agreement.

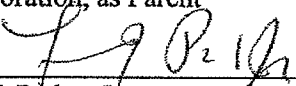
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

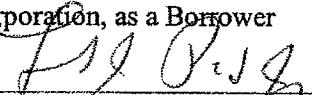
SENTIENT SMS ACQUISITION CORP., a Delaware corporation, as Lead Borrower

By: 
Name: Frank J. Pados, Jr.
Title: President

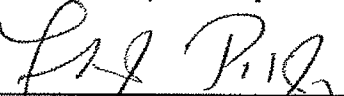
SENTIENT SMS HOLDINGS CORP., a Delaware corporation, as Parent

By: 
Name: Frank J. Pados, Jr.
Title: Executive Vice President

SURGICAL MONITORING SERVICES, INC., a Delaware corporation, as a Borrower

By: 
Name: Frank J. Pados, Jr.
Title: President

SENTIENT NEUROCARE SERVICES, INCORPORATED, a Maryland corporation, as a Borrower

By: 
Name: Frank J. Pados, Jr.
Title: President

Acknowledged and Agreed:

MIDWEST MEZZANINE FUND IV, L.P., as Agent for the Purchasers

By: Midwest Mezzanine Management
IV, LLC

By: _____
Name: Paul Kreie
Title: Managing Director

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SENTIENT SMS ACQUISITION CORP.

by

Name:

Title:

SENTIENT SMS HOLDINGS CORP.

by

Name:

Title:

SURGICAL MONITORING SERVICES, INC.

by

Name:

Title:

SENTIENT NEUROCARE SERVICES, INCORPORATED

by

Name:

Title:

Acknowledged and Agreed:

MIDWEST MEZZANINE FUND IV, L.P., as Agent for the Purchasers

By: Midwest Mezzanine Management IV, LLC

By:  _____

Name: Paul Kreie

Title: Managing Director

Trademark Security Agreement

SCHEDULE I

Trademarks

SURGICAL MONITORING SERVICES, INC.

<u>Trademark</u>	<u>Application No. Registration No.</u>	<u>Renewal Date</u>
Sentient Medical Systems	3044331	1/17/2016

Trade Name:

Surgical Monitoring owns the trade name "Sentient Medical Systems", pursuant to a trade name application filed with the State of Maryland Department of Assessments and Taxation, Charter Division, in July 2003.

Surgical Monitoring Services, Inc., Sentient Neurocare Services, Incorporated and their Subsidiaries own the following domain names:

- a) Sentientmedical.com;
- b) Sentientmedical.net;
- c) Sentientmedicalsistemas.com;
- d) Surgicalblog.com;
- e) Surgicalmonitoring.net.