

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
US ONCOLOGY CORPORATE, INC.		06/18/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST FSB		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2742528	IKNOWCHART	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(617)951-7533		
Email:	shreevani.suvarna@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Shreevani Survarna c/o Ropes & Gray LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	8286-613-005		
NAME OF SUBMITTER:	Shreevani R. Suvarna		
Signature:	/shreevani suvarna/		

CH \$40.00 2742528

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TRADEMARK
REEL: 004011 FRAME: 0871

Date:

06/25/2009

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2009, among US ONCOLOGY, INC. (the "Issuer"), the subsidiaries of the Issuer set forth in Annex A hereto (each, including the Issuer, a "Grantor" and collectively, the "Grantors"), and WILMINGTON TRUST FSB, as Collateral Agent (the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of June 18, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuer, the subsidiaries of the Issuer named therein and the Collateral Agent. Each Grantor and Wilmington Trust FSB has entered into the Indenture dated as of June 18, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, the Subsidiary Guarantors named therein and Wilmington Trust FSB, as trustee. Each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the securities issued thereunder.

The Subsidiary Guarantors are affiliates of the Issuer and, together with the Issuer, will derive substantial benefits from the sale of the securities issued under the indenture and are willing to execute and deliver this Agreement in order to induce the potential investors to purchase the securities.

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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. General

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Indenture, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[Remainder of page intentionally left blank]

INNOVENT ONCOLOGY, LLC, AS A
SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

IOWA PHARMACEUTICAL SERVICES,
LLC, AS A SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

NEBRASKA PHARMACEUTICAL
SERVICES, LLC, AS A SUBSIDIARY
GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

NEW MEXICO PHARMACEUTICAL
SERVICES, LLC, AS A SUBSIDIARY
GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

NORTH CAROLINA
PHARMACEUTICAL SERVICES, LLC,
AS A SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

[Signature Page to Trademark Security Agreement]

ONCOLOGY RX CARE ADVANTAGE,
LP, AS A SUBSIDIARY GUARANTOR,

By: US Oncology Corporate, Inc., its
general partner

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

ONCOLOGY TODAY, LP, AS A
SUBSIDIARY GUARANTOR,

By: US Oncology Corporate, Inc., its
general partner

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

PHYSICIAN RELIANCE, LLC, AS A
SUBSIDIARY GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

PHYSICIAN RELIANCE NETWORK,
LLC, AS A SUBSIDIARY GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

RMCC CANCER CENTER, LLC, AS A
SUBSIDIARY GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

SELECTPLUS ONCOLOGY, LLC, AS A
SUBSIDIARY GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

ST. LOUIS PHARMACEUTICAL
SERVICES, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

TEXAS PHARMACEUTICAL SERVICES,
LLC, AS A SUBSIDIARY GUARANTOR,

By: 

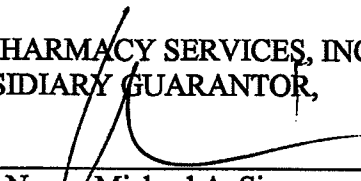
Name: Michael A. Sicuro
Title: Vice President and
Treasurer

UNITY ONCOLOGY, LLC, AS A
SUBSIDIARY GUARANTOR,

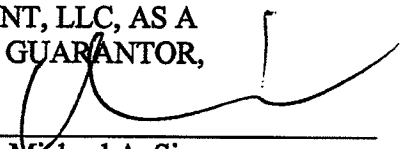
By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer


TOPS PHARMACY SERVICES, INC., AS
A SUBSIDIARY GUARANTOR,

By: 
Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY CLINICAL
DEVELOPMENT, LLC, AS A
SUBSIDIARY GUARANTOR,

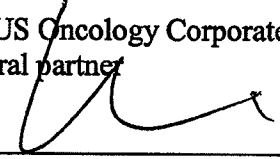
By: 
Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY CORPORATE, INC., AS
A SUBSIDIARY GUARANTOR,

By: 
Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY INTEGRATED
SOLUTIONS, LP, AS A SUBSIDIARY
GUARANTOR,

By: US Oncology Corporate, Inc., its
general partner

By: 
Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY PHARMACEUTICAL
SERVICES, LLC, AS A SUBSIDIARY
GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY REIMBURSEMENT
SOLUTIONS, LLC, AS A SUBSIDIARY
GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY RESEARCH, LLC, AS A
SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

US ONCOLOGY SPECIALTY, LP, AS A
SUBSIDIARY GUARANTOR,

By: US Oncology Corporate, Inc., its
general partner

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR OF TEXAS MANAGEMENT, LLC,
AS A SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR REAL ESTATE, LLC, AS A
SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR SYNTHETIC REAL ESTATE, LLC,
AS A SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AORT HOLDING COMPANY, INC., AS
A SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

GREENVILLE RADIATION CARE, INC.,
AS A SUBSIDIARY GUARANTOR,

By: _____

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

[Signature Page to Trademark Security Agreement]

AOR MANAGEMENT COMPANY OF
PENNSYLVANIA, LLC, AS A
SUBSIDIARY GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR MANAGEMENT COMPANY OF
VIRGINIA, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR OF INDIANA MANAGEMENT
PARTNERSHIP, AS A SUBSIDIARY
GUARANTOR,

By: AOR Management Company of
Indiana, LLC, its general partner

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

and

By: AOR Holding Company of Indiana,
LLC, its general partner

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR MANAGEMENT COMPANY OF
ARIZONA, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR MANAGEMENT COMPANY OF
INDIANA, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR MANAGEMENT COMPANY OF
MISSOURI, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR MANAGEMENT COMPANY OF
OKLAHOMA, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

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

US ONCOLOGY, INC.

By: 

Name: Michael A. Sicuro
Title: Chief Financial Officer and
Executive Vice President

ACCESSMED HOLDINGS, LLC, AS A
SUBSIDIARY GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

ACCESSMED, LLC, AS A SUBSIDIARY
GUARANTOR,

By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

AOR HOLDING COMPANY OF
INDIANA, LLC, AS A SUBSIDIARY
GUARANTOR,

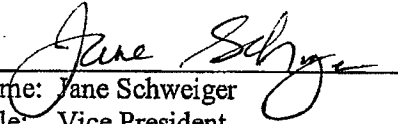
By: 

Name: Michael A. Sicuro
Title: Vice President and
Treasurer

[Signature Page to Trademark Security Agreement]

WILMINGTON TRUST FSB, as
Collateral Agent,

by


Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

Annex A






Subsidiary Guarantors
AccessMED Holdings, LLC
AccessMED, LLC
AOR Holding Company of Indiana, LLC
AOR Management Company of Arizona, LLC
AOR Management Company of Indiana, LLC
AOR Management Company of Missouri, LLC
AOR Management Company of Oklahoma, LLC
AOR Management Company of Pennsylvania, LLC
AOR Management Company of Virginia, LLC
AOR of Indiana Management Partnership
AOR of Texas Management, LLC
AOR Real Estate, LLC
AOR Synthetic Real Estate, LLC
AORT Holding Company, Inc.
Greenville Radiation Care, Inc.
Innovent Oncology, LLC
Iowa Pharmaceutical Services, LLC
Nebraska Pharmaceutical Services, LLC
New Mexico Pharmaceutical Services, LLC
North Carolina Pharmaceutical Services, LLC
Oncology Rx Care Advantage, LP
Oncology Today, LP
Physician Reliance, LLC
Physician Reliance Network, LLC
RMCC Cancer Center, LLC
SelectPlus Oncology, LLC
St. Louis Pharmaceutical Services, LLC
Texas Pharmaceutical Services, LLC
TOPS Pharmacy Services, Inc.
Unity Oncology, LLC
US Oncology Clinical Development, LLC
US Oncology Corporate, Inc.
US Oncology Integrated Solutions, LP
US Oncology Pharmaceutical Services, LLC
US Oncology Reimbursement Solutions, LLC
US Oncology Research, LLC


US Oncology Specialty, LP

Schedule I

TRADEMARKS OWNED BY GRANTORS

Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
US Oncology, Inc.	ADVANCING CANCER CARE IN AMERICA ®	Sept. 16, 2003	2763539
US Oncology, Inc.	 ®	June 20, 2000	2359905
US Oncology Corporate, Inc.	iKnowChart ®	July 29, 2003	2742528
US Oncology, Inc.	ONCOLOGYRX CARE ADVANTAGE ®	October 30, 2007	3327297
Oncology Today, L.P.	 ®	March 10, 2009	3589215
Oncology Today, L.P.	 ®	March 10, 2009	3589214
Oncology Today, L.P.	 ®	May 19, 2009	3624837
US Oncology, Inc.	SELECTPLUS ONCOLOGY ®	May 31, 2005	2958001
US Oncology, Inc.	 ®	July 19, 2005	2973047

US Oncology, Inc.	US ONCOLOGY ®	May 29, 2007	3246615
US Oncology, Inc.	US ONCOLOGY ®	Mar. 28, 2000	2336900
US Oncology, Inc.		August 15, 2000	2378195

Trademark Applications

<u>Registered Applicant</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
U.S. Oncology, Inc.	INNOVENT SM	77556113	August 26, 2008