

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Oncology Holdings, Inc.		08/26/2009	CORPORATION: DELAWARE
US Oncology, Inc.		08/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	as Collateral Agent: GERMANY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2763539	ADVANCING CANCER CARE IN AMERICA
Registration Number:	2359905	
Registration Number:	3246615	US ONCOLOGY
Registration Number:	2336900	US ONCOLOGY
Registration Number:	2378195	US ONCOLOGY
Serial Number:	77556113	INNOVENT

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200
 Email: fcutajar@whitecase.com
 Correspondent Name: White & Case LLP
 Address Line 1: 1155 Avenue of the Americas
 Address Line 2: Patents & Trademarks

OP \$165.00 2763539

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

1104031-0565

NAME OF SUBMITTER:

Frances B. Cutajar

Signature:

/Frances B. Cutajar/

Date:

08/31/2009

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 26, 2009, among US ONCOLOGY HOLDINGS, INC. ("Holdings"), a Delaware corporation, US ONCOLOGY, INC. (the "Borrower"), a Delaware corporation, the Subsidiaries of the Borrower identified in Annex A hereto (the "Subsidiary Guarantors", and together with Holdings and the Borrower, each a "Grantor" and collectively, the "Grantors") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the subsidiaries of the Borrower named therein and the Collateral Agent. Holdings, the Borrower and Deutsche Bank Trust Company Americas have entered into the Credit Agreement dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent, and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties are affiliates of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

The Subsidiary Guarantors are affiliates of the Borrower and, together with the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

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 registered 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 Security Agreement, 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.

(d) Terms Generally. In the event of any conflict between the terms of this Agreement and the Security Agreement, the provisions of the Security Agreement will govern and control.

[Remainder of page intentionally left blank]

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

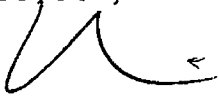
US ONCOLOGY HOLDINGS, INC.



By: _____

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

US ONCOLOGY, INC.



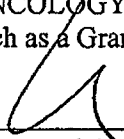
By: _____

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

signature page to US Oncology Trademark Security Agreement

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 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,
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 PHARMACEUTICAL SERVICES, LLC,
US ONCOLOGY REIMBURSEMENT SOLUTIONS, LLC,
US ONCOLOGY RESEARCH, LLC,

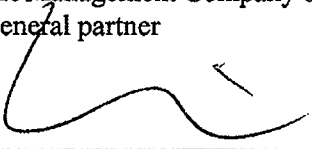
each as a Grantor

By: 
Name: Michael A. Sieuro
Title: Vice President & Treasurer

signature page to US Oncology Trademark Security Agreement

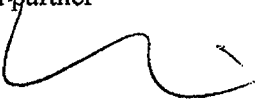
AOR OF INDIANA MANAGEMENT PARTNERSHIP,
as a Grantor

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

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

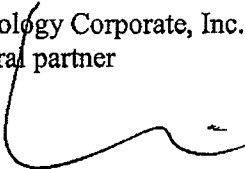
and

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

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

ONCOLOGY RX CARE ADVANTAGE, LP,
ONCOLOGY TODAY, LP,
US ONCOLOGY INTEGRATED SOLUTIONS, LP,
US ONCOLOGY SPECIALTY, LP,
each as a Grantor

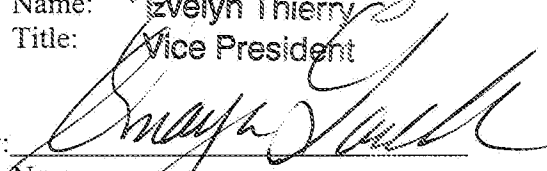
By: US Oncology Corporate, Inc.,
its general partner

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

signature page to US Oncology Trademark Security Agreement

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent



By: 
Name: Evelyn Thierry
Title: Vice President

By: 
Name: Omayra Laucella
Title: Vice President

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 Network, LLC
Physician Reliance, 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

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

<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