# P \$65.00 322188

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc.		05/01/2009	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Island Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3221885	SHERIDAN CHILDREN'S HEALTHCARE SERVICES	
Registration Number:	3221886	SCHS SHERIDAN CHILDREN'S HEALTHCARE SERVICES	

### **CORRESPONDENCE DATA**

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35099
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
	TRADEMARK

TRADEMARK REEL: 004091 FRAME: 0459

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Date:	11/05/2009
Total Attachments: 6 source=35099#page1.tif source=35099#page2.tif source=35099#page3.tif source=35099#page4.tif source=35099#page5.tif source=35099#page6.tif	

RECORDATION FORM COVER SHEET  TRADEMARKS ONLY				
	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):  Lehman Commercial Paper Inc.  Individual(s)  General Partnership  Corporation- State:  Other Bank  Citizenship (see guidelines)	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: Credit Suisse, Cayman Islands Branch Internal Address:  Street Address: 11 Madison Avenue  City: New York  State: New York  Country: USA  Zip: 10010			
3. Nature of conveyance )/Execution Date(s):  Execution Date(s) May 1, 2009  ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other ☐ Application number(s) or registration number(s) and A. Trademark Application No.(s) See Attached	General Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Other Bank Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)			
C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:	•			
Name: IP Research Plus  Internal Address: Attn: Penelope J.A. Agodoa  Street Address: 21 Tadcaster Circle	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed			
City: Waldorf         State: MD       Zip: 20602         Phone Number: 301-638-0511         Fax Number: 866-826-5420         Email Address: orders@ipresearchplus.com	8. Payment Information:  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number Authorized User Name			
9. Signature:  Signature  Name of Person Signing	Date  Total number of pages including cover sheet, attachments, and document:  6			

Name of Person Signing

## FIRST-LIEN INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This FIRST-LIEN INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT dated as of November 2, 2009 (this "IP Assignment Agreement") is made by Lehman Commercial Paper Inc. ("Lehman") and Credit Suisse, as successor collateral agent for the benefit of the Lenders ("Credit Suisse").

WHEREAS, reference is made to that certain First-Lien Security Agreement dated as of June 15, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given therein) by and among Sheridan Healthcare, Inc. ("Sheridan"), Lehman, in its capacity as collateral agent (the "Collateral Agent"), and the other parties thereto;

WHEREAS, pursuant to the Security Agreement, Sheridan granted to the Collateral Agent, for the benefit of the Lenders, a security interest in all right, title or interest in or to all of its Intellectual Property, including those Trademarks listed on Schedule I hereto and proceeds of any and all the foregoing (the "Assigned Intellectual Property"); and

WHEREAS, the security interest in the Trademarks granted pursuant to the Security Agreement by Sheridan to the Collateral Agent, for the benefit of the Lenders, was recorded with the U.S. Patent and Trademark Office on September 12, 2007 at Reel/Frame No. 3619 / 0168;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Lehman hereby irrevocably, absolutely and unconditionally assigns to Credit Suisse without recourse and without any representation or warranty of any kind, nature or description, and Credit Suisse hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Security Agreement with respect to the Assigned Intellectual Property (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this IP Assignment Agreement shall be the date of execution by all parties (the "<u>Effective Date</u>"). Following the execution of this IP Assignment Agreement, it will be delivered to Credit Suisse for recording by Credit Suisse with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the First-Lien Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of the date hereof (the "Appointment Agreement"), (a) Credit Suisse shall, to the extent provided in this IP Assignment Agreement, have the rights and obligations of the Collateral Agent under the Security Agreement with respect to the Assigned Intellectual Property and (b) Lehman shall, to the extent provided in this IP Assignment Agreement and the Appointment Agreement,

relinquish its rights and be released from its obligations under the Security Agreement with respect to the Assigned Intellectual Property.

This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC., as Assignor

Name:

Title:

Steve Shirreffs

**Authorized Signatory** 

[First-Lien - IP Assignment Agreement]

Accepted:

CREDIT SUISSE, CAYMAN ISLANDS

BRANCH as Assignee

By: \_\_\_

Name: Title:

KARIM BLASETTI VICE PRESIDENT

By:

Name:

Title:

ILYA IVASHKOV ASSOCIATE

[First-Lien - IP Assignment Agreement]

# SCHEDULE I to ASSIGNMENT AND ASSUMPTION

# **UNITED STATES TRADEMARKS:**

Registrations:

Registered		Registration	Application
Owner/Grantor	Trademark	No.	No.
Sheridan Healthcare, Inc.	Sheridan Children's Healthcare Services	3221885	78759501
Sheridan Healthcare, Inc.	SCHS	3221886	78759539

**Assignment and Assumption (IP)** 

TRADEMARK REEL: 004091 FRAME: 0466

**RECORDED: 11/05/2009**