

**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
Diversified Clinical Services, Inc.		04/13/2010	CORPORATION: DELAWARE
Sechrist Industries, Inc.		04/13/2010	CORPORATION: DELAWARE
CHS Services, Inc.		04/13/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street, N.E.
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3490844	DIVERSIFIED CLINICAL SERVICES
Registration Number:	3483569	DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES.
Registration Number:	3661389	I-HEAL
Registration Number:	2784304	WOUNDSTAR
Registration Number:	2369341	MILLENNIUM
Registration Number:	1539202	SECHRIST
Serial Number:	77955232	WOUND CARE MATTERS
Registration Number:	2951482	CURATIVE PHARMACY SERVICES
Registration Number:	2122321	FOOTSENSE
Registration Number:	2009399	WOUND CARE CENTER

**CORRESPONDENCE DATA**

**900159708**

**TRADEMARK  
 REEL: 004186 FRAME: 0046**

**CH \$265.00 3490844**

Fax Number: (404)572-5100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 572-3458  
Email: slake@kslaw.com  
Correspondent Name: Susan Lake, Paralegal  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990-015856
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	04/15/2010

Total Attachments: 8  
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## Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2010, is made by the entities identified on the signature page hereto as the Grantors (each individually, a "Grantor," and collectively the "Grantors"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of April 13, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the lenders from time to time parties thereto, and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each 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 the Borrowers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each 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. Each 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 such 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 (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses 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, the 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,

DIVERSIFIED CLINICAL SERVICES, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: President

SECHRIST INDUSTRIES, INC., as Grantor

By: \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: President

CHS SERVICES, INC., as Grantor

By: \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK, as Administrative Agent

By: \_\_\_\_\_  
Name: Ben Cumming  
Title: Vice President

IN WITNESS WHEREOF, the 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,

DIVERSIFIED CLINICAL SERVICES, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: President

SECHRIST INDUSTRIES, INC., as Grantor

By: \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: President

CHS SERVICES, INC., as Grantor

By: \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

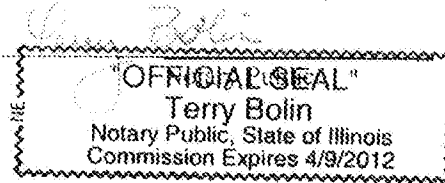
SUNTRUST BANK, as Administrative Agent

By:   
Name: Ben Cumming  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

State of ILLINOIS )  
 )  
County of COOK ) ss.

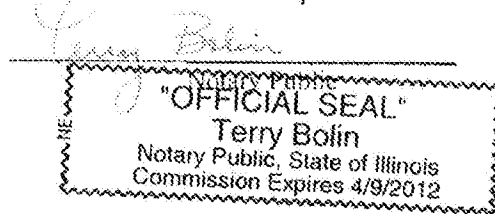
On this 13 day of April, 2010 before me personally appeared Gordon L. Nelson, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Diversified Clinical Services, Inc., a Delaware Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



ACKNOWLEDGMENT OF GRANTOR

State of ILLINOIS )  
 )  
County of COOK ) ss.

On this \_\_\_\_ day of April, 2010 before me personally appeared Gordon L. Nelson, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sechrist Industries, Inc., a Delaware Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

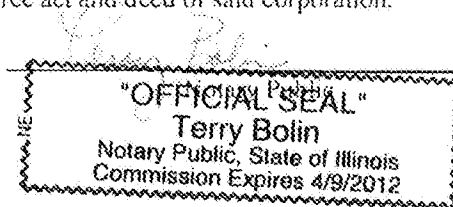


[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of ILLINOIS )  
County of COOK ) ss.

On this 15 day of April, 2010 before me personally appeared Gordon L. Nelson, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHS Services, Inc., a Delaware Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Trademark and Trademark Licenses**

Company	Trademark Name	App/Reg. No.	Country/ State	Class	File/Reg. Date
Diversified Clinical Services, Inc.	DIVERSIFIED CLINICAL SERVICES	3,490,844	U.S.	35	8/19/2008
Diversified Clinical Services, Inc.	DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES. (and Design)	3,483,569	U.S.	35	8/12/2008
Diversified Clinical Services, Inc.	I-HEAL	3,661,389	U.S.	9	7/28/2009
Diversified Clinical Services, Inc., as successor in interest to Diversified Therapy Corp.	WOUNDSTAR	2784304	U.S.	44	9/27/2002
Diversified Clinical Services, Inc.	WOUND CARE MATTERS	77/955232	U.S.	16	3/10/2010
Sechrist Industries, Inc.	SMART SYNC	75/789377	U.S.	10	8/31/1999
Sechrist Industries, Inc.	WOUND HEALING NAVIGATOR	75/625287	U.S.	9	1/22/1999
Sechrist Industries, Inc.	MILLENNIUM	2,369,341	U.S.	10	7/18/2000
Sechrist Industries, Inc.	COMPREHENSIVE WOUND HEALING CENTER	2,179,711	U.S.	42	8/4/1998
Sechrist Industries, Inc.	SAVI	1,861,725	U.S.	10	11/8/1994
Sechrist Industries, Inc.	SAVI TOTAL SYNCHRONY	1,963,617	U.S.	10	11/22/1994
Sechrist Industries, Inc.	SECHRIST (and Design)	1,539,202	U.S.	10	5/16/1989
Sechrist Industries, Inc.	SECHRIST	1,539,201	U.S.	10	5/16/1989
CHS Services, Inc.	CURATIVE PHARMACY SERVICES	78/320168	U.S.	5	10/29/2003
CHS Services, Inc.	CURATIVE PHARMACY SERVICES	78/320155	U.S.	10	10/29/2003
CHS Services, Inc.	CURATIVE PHARMACY SERVICES	2,985,058	U.S.	36	8/16/2005

<b>Company</b>	<b>Trademark Name</b>	<b>App/Reg. No.</b>	<b>Country/ State</b>	<b>Class</b>	<b>File/Reg. Date</b>
<b>CHS Services, Inc.</b>	CURATIVE PHARMACY SERVICES	78/320130	U.S.	35	10/29/2003
<b>CHS Services, Inc.</b>	CURATIVE PHARMACY SERVICES	2,951,482	U.S.	41	5/17/2005
<b>CHS Services, Inc.</b>	CURATIVE PHARMACY SERVICES	78/320069	U.S.	44	10/29/2003
<b>CHS Services, Inc.</b>	STARTLINK	2,381,075	U.S.	9	8/29/2000
<b>CHS Services, Inc.</b>	STARTLINK	2,474,969	U.S.	35	8/7/2001
<b>CHS Services, Inc.</b>	WOUNDCARE 2000	75/630501	U.S.	9	1/29/1999
<b>CHS Services, Inc.</b>	WOUNDCARE 2000	75/630222	U.S.	35, 42	1/29/1999
<b>CHS Services, Inc.</b>	FOOTSENSE	2,122,321	U.S.	10	12/16/1997
<b>CHS Services, Inc.</b>	CURATIVE HEALTH SERVICES (and Design)	2,114,541	U.S.	5, 42	11/18/1997
<b>CHS Services, Inc.</b>	WOUND CARE CENTER	2,009,399	U.S.	42	10/22/1996
<b>CHS Services, Inc.</b>	MEDILINK	2,045,270	U.S.	42	3/18/1997
<b>CHS Services, Inc.</b>	WOUND CARE CENTER	1,647,850	U.S.	5	6/18/1991