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	
Serial Number:	77955232	WOUND CARE MATTERS	
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	
Registration Number:	2951482	CURATIVE PHARMACY SERVICES	
Registration Number:	2122321	FOOTSENSE	
Registration Number:	2009399	WOUND CARE CENTER	

CORRESPONDENCE DATA

900162216

TRADEMARK
REEL: 004206 FRAME: 0308

77955232

CH \$265.00

Fax Number: (404)572-5128

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

Date:	05/14/2010		
Signature:	/Susan Lake/		
NAME OF SUBMITTER:	Susan Lake		
ATTORNEY DOCKET NUMBER:	52990-015856		

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:

- <u>Section 1.</u> <u>Defined Terms.</u> 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 <u>Schedule 1</u> 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

SECHRIST INDUSTRIES, INC., as Grantor

By:
Name: Gordon L. Nelson, Jr.
Title: Vice President

CHS SERVICES, INC., as Grantor

By:
Name: Gordon L. Nelson, Jr.
Title: Vice 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.

as Gra By:	ico
	Gordon L. Nelson, Jr.
Title:	Vice President
SECHI	RIST INDUSTRIES, INC., as Grantor
Ву:	
Name:	Gordon L. Nelson, Jr.
Title.	Vice President
CHS S	ERVICES, INC., as Grantor
By:	
Name:	Gordon L. Nelson, Jr.
	Vice President

ACCEPTED AND AGREED as of the date first above written:

SUNTRUST BANK, as Administrative Agent

By:

Name: Ben Cumming Title: Vice President

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)

ACKNOWLEDGMENT OF GRANTOR

State of ILLINGIS
County of Ook
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. **Corporation** **Terry Bolin** Notary Public, State of Illinois Commission Expires 4/9/2012**
ACKNOWLEDGMENT OF GRANTOR
State of
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 duty aworn 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 hat he acknowledged said instrument to be the free act and deed of said corporation.

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

PAIDHE SEAL

Terry Bolin Notary Public, State of Illinois Commission Expires 4/9/2012

ACKNOWLEDGMENT OF GRANTOR

State of	IL-LINOIS)	
County of	C00(C)	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 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.

Terry Bolin
Notary Public, State of Illinois
Commission Expires 4/9/2012

[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.	CURATIVÉ 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

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

RECORDED: 05/14/2010