

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE CENTER FOR WOUND HEALING, INC.		12/23/2010	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNY Mezzanine Partners, L.P., as Collateral Agent		
<b>Street Address:</b>	200 Park Avenue		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77734686	WOUNDDOCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	14337/006		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>Signature:</b>	/Christine Slattery/		

CH \$40.00 77734686

Date:

01/03/2011

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this December 23, 2010 by the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of BNY Mezzanine Partners, L.P. ("BNY"), in its capacity as collateral agent for the Senior Purchasers and Subordinate Purchasers (as such terms are defined in the Purchase Agreement as defined below) (in such capacity, together with its successors and assigns in such capacity, together with its successors, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among CFWH Holding Corporation, a Delaware corporation ("Parent"), The Center for Wound Healing, Inc., a Nevada corporation (the "Issuer"), each of the other Loan Parties signatory thereto, the Purchasers party thereto as "Purchasers" ("Purchasers"), and BNY as Administrative Agent and Collateral Agent, the Purchasers have agreed to make certain financial accommodations available to the Issuer from time to time pursuant to the terms and conditions thereof,

WHEREAS, the Purchasers are willing to make the financial accommodations to Issuer as provided for in the Purchase Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Senior Purchasers and the Subordinate Purchasers, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Senior Purchasers and the Subordinate Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, the Senior Purchasers and the Subordinate Purchasers, to enter into the Purchase Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Senior Purchasers a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) each Trademark and application for Trademark of such Grantor listed on Schedule 1 attached hereto;

(b) all goodwill associated with such Trademarks; and

(c) all products and proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) have been paid in full and all rights to the Collateral shall revert to the applicable Grantors, upon written request of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or 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.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Grantors and Collateral Agent have caused this Agreement to be duly executed as of the date first written above.

GRANTORS:

THE CENTER FOR WOUND HEALING, INC.

By: 

Name: Andrew G. Barnett

Title: Chief Executive Officer

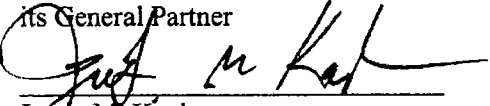
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004445 FRAME: 0359

**ACKNOWLEDGED AND ACCEPTED:**

BNY MEZZANINE PARTNERS, L.P., as Collateral Agent

By: BNY Mezzanine Partners GP, LLC,  
its General Partner

By:   
Name: Justin M. Kaplan  
Title: Member

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
The Center for Wound Healing, Inc,	USA	WOUNDOCS	US Ser. No. 77,734,686	May 12, 2009

Trade Names

The Center For Wound Healing

Common Law Trademarks