

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
SpecialtyCare, Inc.		05/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	315 Deaderick Street, Seventh Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37238		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3905642	SC SPECIALTYCARE	
Registration Number:	3821400	HCSG	
Registration Number:	3821401	HCSG	
Registration Number:	3791719	HOSPITAL CLINICAL SERVICES GROUP	
Registration Number:	3938909	YOUR TRUSTED CLINICAL PARTNER	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	02532-015006		

OP \$140.00 3905642

900192634

TRADEMARK
REEL: 004546 FRAME: 0941

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	05/24/2011
Total Attachments: 6 source=tm sec agt#page1.tif source=tm sec agt#page2.tif source=tm sec agt#page3.tif source=tm sec agt#page4.tif source=tm sec agt#page5.tif source=tm sec agt#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2011, is made by SPECIALTYCARE, INC., a Delaware corporation (the "Grantor"), in favor of REGIONS BANK ("Regions") in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2011 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, SpecialtyCare Cardiovascular Resources Holdings, Inc., a Delaware corporation (together with Grantor, the "Borrowers"), SpecialtyCare Holdings, LLC, a Delaware limited liability company, the other signatories thereto, the Lenders from time to time party thereto and the Agent, 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, the Grantor has agreed, pursuant to a Guarantee and Collateral Agreement in favor of the Agent, dated as of May 18, 2011 (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Guarantor Obligations (as defined therein); and

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement pursuant to which the 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 Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any Trademark Licenses to the extent that such grant of a security interest is Excluded Property or in any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, further, that notwithstanding the foregoing, a security interest shall be, and is hereby granted in, (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the parties hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby, and provisions for the termination of this Security Agreement and release of the Liens created hereby, are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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,

SpecialtyCare, Inc., as Grantor

By: J. Michael Mauldin
J. Michael Mauldin
Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK
as Agent

By: _____
Name: William Crawford
Title: Senior Vice President

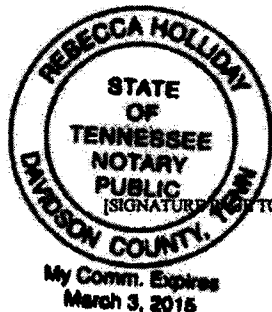
ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)
County of Davidson)

ss.

On this ___ day of _____, 2011 before me personally appeared J. Michael Mauldin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SpecialtyCare, Inc., 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.

Rebecca Holliday
Notary Public



[SIGNATURE LINE TO TRADEMARK SECURITY AGREEMENT]

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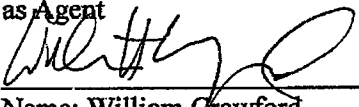
Very truly yours,

SpecialtyCare, Inc., as Grantor

By: _____
J. Michael Mauldin
Treasurer and Chief Financial
Officer

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK
as Agent

By: 
Name: William Crawford
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

State of _____)
County of _____)

ss.

On this ___ day of _____, 2011 before me personally appeared J. Michael Mauldin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SpecialtyCare, Inc., 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.

Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS AND TRADEMARK LICENSES

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No. and Date</u>	<u>Registration No. and Date</u>
SC SPECIALTYCARE (and Design)	U.S.	Registered	No. 77/924,616 01-FEB-2010	No. 3,905,642 11-JAN-2011
HCSG	U.S.	Registered	No. 77/888,284 08-DEC-2009	No. 3,821,400 20-JUL-2010
HCSG (and Design)	U.S.	Registered	No. 77/888,287 08-DEC-2009	No. 3,821,401 20-JUL-2010
HOSPITAL CLINICAL SERVICES GROUP	U.S.	Registered	No. 77/888,289 08-DEC-2009	No. 3,791,719 18-MAY-2010
YOUR TRUSTED CLINICAL PARTNER	U.S.	Registered	No. 77/916,512 11-JAN-2011	No. 3,938,909 29-Mar-2011