

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|----------------------------|---------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Tidewater Healthcare Shared Services Group, Inc. | | 05/26/2011 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bear Stearns Corporate Lending, Inc., as Second Lien Collateral Agent | | |
| Street Address: | c/o JPMorgan Chase Bank, N.A. | | |
| Internal Address: | 270 Park Avenue, 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3034523 | TIDEWATER GROUP PURCHASING | |
| Registration Number: | 3034598 | TIDEWATER GROUP PURCHASING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)455-2502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (212) 455-2222 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Marcela Robledo, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 009350/0343 | | |
| NAME OF SUBMITTER: | Marcela Robledo | | |

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**TRADEMARK
 REEL: 004563 FRAME: 0674**

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|--|------------|
| Signature: | /mr/ |
| Date: | 06/16/2011 |
| Total Attachments: 5 source=TidewaterSL#page1.tif source=TidewaterSL#page2.tif source=TidewaterSL#page3.tif source=TidewaterSL#page4.tif source=TidewaterSL#page5.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2011, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bear Stearns Corporate Lending, Inc., as Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent").

A. Reference is made to the Second Lien Credit Agreement dated as of August 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto, BSCL, as Administrative Agent, and the other agents named therein.

B. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. All the Grantors are party to a Guarantee and Collateral Agreement dated as of August 1, 2007 in favor of the Second Lien Collateral Agent (the "Collateral Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

D. The undersigned is executing this Agreement in accordance with the requirements of the Credit Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

SECTION 2. Collateral Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Second Lien Collateral Agent and each Grantor intend that this Trademark Security Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Collateral Agreement, which govern the Second Lien Collateral Agent's interest in the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

THE TIDEWATER HEALTHCARE SHARED
SERVICES GROUP, INC.,
as Grantor

By: Mark Lab
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004563 FRAME: 0678

ACCEPTED AND AGREED
as of the date first above written:

BEAR STEARNS CORPORATE LENDING INC.,
as Second Lien Collateral Agent


By: JPMORGAN CHASE BANK, N.A.,
its authorized signatory

By: 

Name: **Dawn Lee Lum**
Title: **Executive Director**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Owner</u> | <u>Mark</u> | <u>Registration Number</u> |
|---|---|----------------------------|
| Tidewater Healthcare Shared Services Group, Inc | TIDEWATER GROUP PURCHASING | 3,034,523 |
| Tidewater Healthcare Shared Services Group, Inc | Words and design as shown:  | 3,034,598 |