

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
Sarnova HC, LLC		06/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3950341	BOUND TREE MEDICAL
Registration Number:	3928618	MAKING PRECIOUS MINUTES COUNT
Serial Number:	76267742	PMX MEDICAL
Registration Number:	3952868	SCHOOL KIDS HEALTHCARE
Registration Number:	3965097	TITANCARE
Serial Number:	85132351	CURAPLEX
Serial Number:	85087970	SARNOVA

CORRESPONDENCE DATA

Fax Number: (404)443-5697
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-443-5742
 Email: lallen@mcguirewoods.com
 Correspondent Name: Lizzie Garner, Esq.

900198205

**TRADEMARK
 REEL: 004592 FRAME: 0356**

OP \$190.00 3950341

Address Line 1: 1230 Peachtree Street, N.E.
Address Line 2: Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2060236-0029 (SARNOVA)

NAME OF SUBMITTER: Latosha E. Allen

Signature: /Latosha E. Allen/

Date: 07/28/2011

Total Attachments: 6

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Trademark Security Agreement

THIS Trademark Security Agreement, dated as of June 15, 2011, is made by Sarnova HC, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 6, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Sarnova HC, LLC, Tri-anim Health Services, Inc. and BEMS Holdings, LLC, (together, the "Borrowers"), the other Loan Parties thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security 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, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the 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. 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 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 of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, 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.

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. 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 its Trademarks 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.

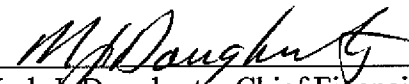
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

SARNOVA HC, LLC
AS GRANTOR

By: 
Mark J. Dougherty, Chief Financial
Officer and Secretary

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION
As Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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.

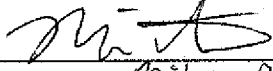
Very truly yours,

SARNOVA HC, LLC
AS GRANTOR

By: _____
Mark J. Dougherty, Chief Financial
Officer and Secretary

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION
As Administrative Agent

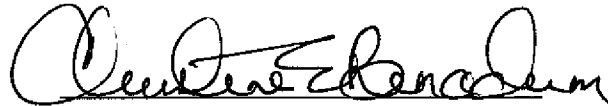
By:  _____
Name: Milan Patel
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

Acknowledgment of Grantor

STATE OF Ohio
COUNTY OF Franklin) SS

On this 15th day of June 2011 before me personally appeared Mark J. Dougherty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sarnova HC, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited company, that the said instrument was signed on behalf of said company, and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public



Christine E. Benadum
Notary Public, State of Ohio
My Commission Expires 11-22-2014

[Acknowledgment of Grantor for Trademark Security Agreement]

**Schedule 1
To
Trademark Security Agreement**

REGISTERED TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
Bound Tree Medical	85/087945 7/19/2010	3,950,341 4/26/2011	Sarnova HC, LLC
Making Precious Minutes Count	85/087955 7/19/2010	3,928,618 3/8/2011	Sarnova HC, LLC
PMX Medical	76/267742	6/6/2001	BEMS Holdings, LLC
School Kids Healthcare	85/087985 7/19/2010	3,952,868 4/26/2011	Sarnova HC, LLC
Titancare	85/106610 8/12/2010	3,965,097 5/24/2011	Sarnova HC, LLC

TRADEMARK APPLICATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
Bound Tree Medical (UK application)	CTM# 009670936 1/19/2011		Sarnova HC, LLC
Curaplex	85/132,351 9/27/2010		Sarnova HC, LLC
Sarnova	85/087970 7/19/2010		Sarnova HC, LLC

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