

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
American Pathology Partners, Inc.		04/26/2011	CORPORATION: DELAWARE
APP-UniPath, LLC		04/26/2011	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	315 DEADERICK ST.
Internal Address:	7TH FLOOR
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77466567	APP AMERICAN PATHOLOGY PARTNERS
Serial Number:	85320712	APP
Serial Number:	85339520	UNIPATH
Serial Number:	85368248	UNIPAP

CORRESPONDENCE DATA

Fax Number: (615)742-0410

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 615-742-7760

Email: trademarks@bassberry.com

Correspondent Name: Robert L. Brewer

Address Line 1: 150 3rd Avenue South

Address Line 2: Suite 2800

Address Line 4: Nashville, TENNESSEE 37201

900199136

TRADEMARK
REEL: 004600 FRAME: 0046

CH \$115.00 77466567

ATTORNEY DOCKET NUMBER:	108000-227
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	08/08/2011
<p>Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 26, 2011, is made by AMERICAN PATHOLOGY PARTNERS, INC., a Delaware corporation (the "Borrower"), and APP-UNIPATH, LLC, a Colorado limited liability company ("UniPath"; the Borrower and UniPath referred to individually as a "Grantor" and together as the "Grantors"), in favor of REGIONS BANK, in its capacity as administrative agent and collateral agent for the Lenders that are parties to the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 26, 2011 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Lenders from time to time parties thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors, together with certain other Subsidiaries of the Borrower, have agreed, pursuant to a Guarantee and Collateral Agreement executed in favor of the Agent of even date with the Credit Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Borrower Obligations and the Guarantor Obligations, as the case may be, as provided in the Guarantee and Collateral Agreement; and

WHEREAS, the Grantors, as parties to the Guarantee and Collateral Agreement, are required to execute and deliver this 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 extensions of credit to the Borrower thereunder, each of the Grantors 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. 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 Borrower Obligations or the Guarantor Obligations, as the case may be, 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 such Grantor's rights, title and interests in, to and under the following (the "Trademark Collateral");

(a) 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 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); and 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 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 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. Grantors Remain 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 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 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 Tennessee.

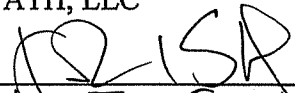
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN PATHOLOGY PARTNERS,
INC.

By: 
Name: John I. Starling
Title: CFO

APP-UNIPATH, LLC

By: 
Name: John I. Starling
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTORS

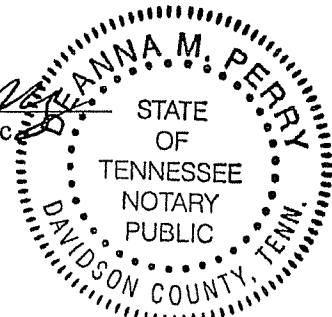
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I, Deanna M. Perry, a Notary Public for said County and State, do hereby certify that John I. Starling personally appeared before me this day and stated that (s)he is CFO of AMERICAN PATHOLOGY PARTNERS, INC., a Delaware corporation and acknowledged, on behalf of AMERICAN PATHOLOGY PARTNERS, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 21st day of April, 2011.

Deanna M. Perry
Notary Public



My commission expires:

My Commission Expires JULY 3, 2012

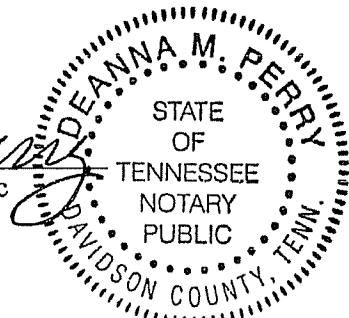
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I, Deanna M. Perry, a Notary Public for said County and State, do hereby certify that John I. Starling personally appeared before me this day and stated that (s)he is CFO of APP-UNIPATH, LLC, a Colorado limited liability company and acknowledged, on behalf of APP-UNIPATH, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 21st day of April, 2011.

Deanna M. Perry
Notary Public





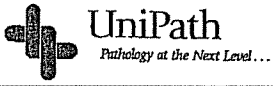
My commission expires:

My Commission Expires JULY 3, 2012

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Mark	Serial No. / Registration No.	Application/ Registration Date
American Pathology Partners, Inc.		Serial No. 77-733,316 Reg. No. 3,721,793	Registered: December 8, 2009
American Pathology Partners, Inc.		Serial No. 77-733,314 Reg. No. 3,721,792	Registered: December 8, 2009
American Pathology Partners, Inc.	THE POWER OF PARTNERSHIP	Serial No. 77-733,320 Reg. No. 3,721,795	Registered: December 8, 2009
American Pathology Partners, Inc.	AP2	Serial No. 77-733,313 Reg. No. 3,721,791	Registered: December 8, 2009
APP-UniPath, LLC		Serial No. 76-232785 Reg. No. 2,655,830	Registered: December 3, 2002
APP-UniPath, LLC	UniSwab	Serial No. 85-101452 Reg. No. 3,940,743	Registered: April 5, 2011

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[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]