

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surgical Monitoring Associates, Inc.		10/03/2011	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Administrative Agent		
<b>Street Address:</b>	315 Deaderick Street, 7th Floor		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37238		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3215902	GUARDIANS OF THE NERVOUS SYSTEM	
Registration Number:	3426940	SMA	
Registration Number:	3427533	SMA	
Registration Number:	3527608	SURGICAL MONITORING ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5135		
<b>Phone:</b>	404-572-3458		
<b>Email:</b>	slake@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Susan Lake, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	02532-015006		

**CH \$115.00 3215902**

**900203678**

**TRADEMARK**  
**REEL: 004635 FRAME: 0039**

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	10/04/2011
<b>Total Attachments: 5</b> source=SpecialtyCare- Executed Trademark Security Agreement#page1.tif source=SpecialtyCare- Executed Trademark Security Agreement#page2.tif source=SpecialtyCare- Executed Trademark Security Agreement#page3.tif source=SpecialtyCare- Executed Trademark Security Agreement#page4.tif source=SpecialtyCare- Executed Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2011, is made by SURGICAL MONITORING ASSOCIATES, INC., a Pennsylvania 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 amended by that certain First Amendment to Credit Agreement, dated as of June 10, 2011 (as so amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SpecialtyCare, Inc., a Delaware corporation ("SpecialtyCare"), SpecialtyCare Cardiovascular Resources Holdings, Inc., a Delaware corporation (together with SpecialtyCare, 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 executed that certain Joinder and Supplement Agreement, dated as of the date hereof (the "Joinder Agreement"), in which the Grantor joined the Guarantee and Collateral Agreement in favor of the Agent, dated as of May 18, 2011 (as supplemented by the Joinder Agreement and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and agreed to guarantee the Guarantor Obligations (as defined therein); and

WHEREAS, the Grantor has further agreed, pursuant to the Guarantee and Collateral Agreement, 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 the other Secured Parties, and grants to the Agent for the benefit of the Lenders and the other Secured Parties a Lien on and security interest in, all of the Grantor's rights, title and interests 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 Trademark 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,

Surgical Monitoring Associates, Inc.,  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

REGIONS BANK  
as Agent

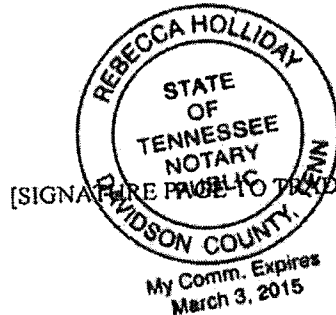
By: \_\_\_\_\_  
Name: William Crawford  
Title: Senior Vice President

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 Surgical Monitoring Associates, 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 PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<b>Owner</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No. and Date</b>
Surgical Monitoring Associates, Inc.	GUARDIANS OF THE NERVOUS SYSTEM	U.S.	3215902 03/06/07
Surgical Monitoring Associates, Inc.	SMA	U.S.	3426940 05/13/08
Surgical Monitoring Associates, Inc.	SMA & Design	U.S.	3427533 05/13/08
Surgical Monitoring Associates, Inc.	SURGICAL MONITORING ASSOCIATES	U.S.	3527608 11/04/08