

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
The Center for Wound Healing, Inc.		11/21/2011	CORPORATION: NEVADA
New York Hyperbaric and Wound Care Centers, L.L.C.		11/21/2011	LIMITED LIABILITY COMPANY: NEW YORK
CFWH (Delaware), LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
CFWH (Pennsylvania), LLC		11/21/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
CFWH (Massachusetts), LLC		11/21/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS
CFWH(New York) LLC		11/21/2011	LIMITED LIABILITY COMPANY: NEW YORK
CFWH (New Jersey) LLC		11/21/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
The Square Hyperbaric, LLC		11/21/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Oxford Finance LLC, as Agent
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3911751	WOUNDDOCS

CORRESPONDENCE DATA

Fax Number: (312)609-5005

900207633

**TRADEMARK
 REEL: 004664 FRAME: 0354**

CH \$40.00 3911751

Phone: (312) 609-7838
Email: podonoghue@vedderprice.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42579.00.0012-M.KROFEL
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	11/21/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of November 21, 2011 by **THE CENTER FOR WOUND HEALING, INC.**, a Nevada corporation, **NEW YORK HYPERBARIC AND WOUND CARE CENTERS, L.L.C.**, a New York limited liability company, **THE SQUARE HYPERBARIC, LLC**, a New York limited liability company, **CFWH (DELAWARE), LLC**, a Delaware limited liability company, **CFWH (PENNSYLVANIA), LLC**, a Pennsylvania limited liability company, **CFWH (MASSACHUSETTS), LLC**, a Massachusetts limited liability company, **CFWH (NEW YORK) LLC**, a New York limited liability Company and **CFWH (NEW JERSEY) LLC**, a New Jersey limited liability company (individually and collectively, the "Grantor"), in favor of **OXFORD FINANCE LLC**, a Delaware limited liability company, in its capacity as agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, certain affiliates of Grantor who may become party to the Credit Agreement as borrowers (together with Grantor, collectively, "Borrowers"), the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") and Grantee are parties to that certain Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrowers by the Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor, intending to be legally bound, agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior assignment and grant pursuant to

the Credit Agreement of, a continuing security interest in, upon and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

i. All Trademarks, including without limitation each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

ii. all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

(Signature Pages Follow)
(Remainder of Page Left Intentionally Blank)

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

THE CENTER FOR WOUND HEALING, INC., a Nevada corporation

By:  _____

Andrew G. Barnett
Chief Executive Officer

NEW YORK HYPERBARIC AND WOUND CARE CENTERS, L.L.C.,

a New York limited liability company

THE SQUARE HYPERBARIC, LLC,

a New York limited liability company

CFWH (DELAWARE), LLC,

a Delaware limited liability company

CFWH (PENNSYLVANIA), LLC,

a Pennsylvania limited liability company

CFWH (MASSACHUSETTS), LLC,

a Massachusetts limited liability company

CFWH (NEW YORK) LLC,

a New York limited liability company

CFWH (NEW JERSEY) LLC,

a New Jersey limited liability company

Each by it is sole/majority member:

THE CENTER FOR WOUND HEALING, INC., a Nevada corporation

By:  _____

Andrew G. Barnett
Chief Executive Officer

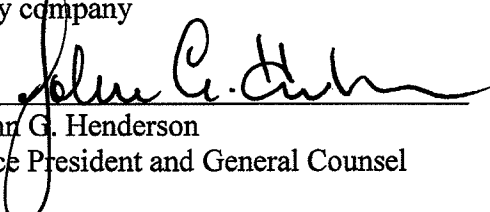
Signature Page to Trademark Security Agreement

Agreed and Accepted As of the Date
First Written Above

GRANTEE:

OXFORD FINANCE LLC, a Delaware limited
liability company

By: _____


John G. Henderson

Vice President and General Counsel

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

<u>Name of Owner:</u>	<u>Trademark:</u>	<u>U.S. Registration No.</u>
The Center for Wound Healing, Inc.	WOUNDDOCS	3911751