

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIVERSIFIED CLINICAL SERVICES, INC.		11/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85333907	INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES, INC.	
Serial Number:	85332796	INTEGRATED WOUND SPECIALISTS	
Registration Number:	3490844	DIVERSIFIED CLINICAL SERVICES	
Serial Number:	77955232	WOUND CARE MATTERS	
Registration Number:	3483569	DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES.	
Registration Number:	3661389	I-HEAL	
Serial Number:	85378773	WOUNDSTAR	
Serial Number:	85378757	WOUNDSTAR	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5109		
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		

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TRADEMARK
 REEL: 004671 FRAME: 0643

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

Correspondent Name: ZHENG BAO
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37427/15
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NAME OF SUBMITTER:	ZHENG BAO
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Signature:	/ZHENG BAO/
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Date:	12/02/2011
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of November 30, 2011, by DIVERSIFIED CLINICAL SERVICES, INC. (the "Grantor"), in favor of JEFFERIES FINANCE LLC, as Collateral Agent, for the benefit of the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Guarantee and Collateral Agreement (referenced below).

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain First Lien Guarantee and Collateral Agreement, dated as of November 30, 2011, by and among Grantor, certain of Grantor's affiliates, and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement");

WHEREAS, Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Guarantee and Collateral Agreement.
2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Collateral Agent (or its successors or permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.
3. **FIRST LIEN GUARANTEE AND COLLATERAL AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall control.

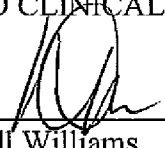
4. TERMINATION. Upon termination of the security interest contemplated herein, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement, and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of 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.

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IN WITNESS WHEREOF, 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.

DIVERSIFIED CLINICAL SERVICES, INC.

By: 
Name: Bill Williams
Title: Chief Financial Officer


[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to First Lien Trademark Security Grant]

TRADEMARK
REEL: 004671 FRAME: 0647

ACCEPTED AND ACKNOWLEDGED BY:

JEFFERIES FINANCE LLC, as Collateral
Agent

By: 
Name: E.J. Hess
Title: Managing Director

[Signature Page to First Lien Trademark Security Grant]

TRADEMARK
REEL: 004671 FRAME: 0648

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES INC. (& Design)	85/333907	May 31, 2011	U.S.
INTEGRATED WOUND SPECIALISTS	85/332796	May 27, 2011	U.S.
DIVERSIFIED CLINICAL SERVICES	3,490,844	June 9, 2008	U.S.
WOUND CARE MATTERS	77/955232	March 10, 2010	U.S.
DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES. (& Design)	3,483,569	May 27, 2008	U.S.
I-HEAL	3,661,389	December 18, 2007	U.S.
WOUNDSTAR	85/378,773	July 22, 2011	U.S.
WOUNDSTAR	85/378,757	July 22, 2011	U.S.