

## 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
Medsurant, LLC		12/22/2011	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Agent		
Street Address:	133 N. Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3122133	SURGICAL CONCEPTS	
Registration Number:	3912836	MEDSURANT MONITORING	
Serial Number:	85306511	MEDSURANT MONITORING CONFIDENCE FOR BETTER OUTCOMES	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	42579.00.0013 - M.KROFEL		

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NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	01/11/2012
<b>Total Attachments: 5</b> source=Medsurant Trademark Security Agreement#page1.tif source=Medsurant Trademark Security Agreement#page2.tif source=Medsurant Trademark Security Agreement#page3.tif source=Medsurant Trademark Security Agreement#page4.tif source=Medsurant Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of December 22, 2011 by **MEDSURANT, LLC**, a Colorado limited liability company (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"):

**WITNESSETH:**

**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.

*(Signatures on Following Page)*  
*(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:**

**MEDSURANT, LLC**, a Colorado limited liability company

By: 

Name: Jordan Klear

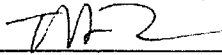
Title: Senior Vice President

***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:  \_\_\_\_\_


**Name: Timothy A. Lex**

**Title: Chief Operating Officer**

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**TRADEMARK**  
**REEL: 004696 FRAME: 0588**

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

NAME OF OWNER	TRADEMARK	U.S. REGISTRATION/SERIAL NO.
Medsurant, LLC	SURGICAL CONCEPTS	3,122,133
Medsurant, LLC	MEDSURANT MONITORING	3,912,836
Medsurant, LLC		85/306,511