TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Formerly Execution Date Entity Type	
E+ ONCOLOGICS LOUISIANA,		05/21/2012	LIMITED LIABILITY
LLC		03/2 1/20 12	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent	
Street Address:	0 South Wacker Drive, Suite 3700	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2499466	ONCOLOGICS

CORRESPONDENCE DATA

3125774565 Fax Number:

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

via US Mail.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monrow Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-48
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

REEL: 004852 FRAME: 0695

TRADEMARK

900232272

Date:	08/29/2012
Total Attachments: 5 source=Trademark Security Agreement#pag	ge2.tif ge3.tif ge4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 21st day of May, 2012 by E⁺ ONCOLOGICS LOUISIANA, LLC, a Delaware limited liability company ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

WITNESSETH

WHEREAS, Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of June 24, 2011 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of June 24, 2011 among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor 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, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement.</u> The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in 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) each Trademark listed on <u>Schedule A</u> 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 such Trademark; and

60971997_2

- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 5. <u>Governing Law</u>. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State.
 - Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

E⁺ ONCOLOGICS LOUISIANA, LLC, a Delaware limited liability company

BY: E+ HEAT THCARE, LLC, its-Sole Member

By:

Name: Mang Aston
Vs: Chief Financial Officer

Trademark Security Agreement

Agreed and Accepted As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,

as Agent

By:

Name: Faraaz Kamran Title: Director

Trademark Security Agreement

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademarks

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
ONCOLOGICS	75743338/	2,499,466/	e ⁺ Oncologics	Registered
	July 6, 1999	October 23, 2001	Louisiana, LLC	

TRADEMARK REEL: 004852 FRAME: 0701

RECORDED: 08/29/2012