

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOURCE MEDICAL SOLUTIONS, INC.		10/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	100 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85533038	VISION ONDEMAND
Registration Number:	3876769	SOURCETHERAPY BILLING
Registration Number:	3930471	SOURCEMEDICAL
Registration Number:	3794725	SOURCEADVANTAGE
Registration Number:	3478677	SOURCEMEDICAL THE FUTURE STARTS HERE.
Registration Number:	2676670	S
Registration Number:	2786950	S SOURCE MEDICAL
Registration Number:	2792350	LEARNSOURCE
Registration Number:	2792038	THERAPYSOURCE
Registration Number:	2967454	SURGISOURCE
Registration Number:	2350541	SURGISOURCE
Registration Number:	2331834	ADVANTX
Registration Number:	3080122	PRESCIENT VISION
Registration Number:	3203157	SERBIN SURGERY CENTER BILLING

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2136270705

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

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WF/SOURCE (73896.00160)
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	10/10/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 10th day of October, 2012, by and between the Grantor listed on the signature page hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 10, 2012 (as amended, restated, amended and restated, extended, refinanced, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **SM PARENT, INC.**, a Delaware corporation, as parent ("Parent"), **SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, and Wells Fargo, as lead arranger (in such capacity, together with its successors and assigns in such capacity, "Arranger"), and as book runner (in such capacity, together with its successors and assigns in such capacity, "Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 10, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, extended, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises 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 initially capitalized terms used herein (including the preamble and the recitals hereof) without definition shall have the meanings ascribed thereto in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest")

in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademark registrations and Trademark applications, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined, in the Security Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile

or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows.]

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed and delivered as of the date first above written.

GRANTOR:

SOURCE MEDICAL SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Kim Fieldbinder
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 004878 FRAME: 0142

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 

Name: Sudip S. Dhingra

Title: Vice President

[Trademark Security Agreement]

**TRADEMARK
REEL: 004878 FRAME: 0143**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Status	Serial No./Reg. No.	Filing Date/Reg. Date
VISION ONDEMAND	Notice of Allowance Issued	85/533038	2/3/2012
SOURCE THERAPY BILLING*	Registered	3876769	11/16/2010
SOURCE MEDICAL*	Registered	3930471	03/15/2011
SOURCE ADVANTAGE*	Registered	3794725	05/25/2010
SOURCE MEDICAL THE FUTURE STARTS HERE. (DESIGN)*	Registered	3478677	08/05/2008
S (AND DESIGN)	Registered	2676670	01/21/2003
S SOURCE MEDICAL*	Registered	2786950	11/25/2003
LEARNSOURCE*	Registered	2792350	12/09/2003

Mark	Status	Serial No./Reg. No.	Filing Date/Reg. Date
THERAPYSOURCE*	Registered	2792038	12/09/2003
SURGISOURCE	Registered	2967454	07/12/2005
SURGISOURCE	Registered	2350541	5/16/2000
ADVANTX*	Registered	2331834	03/21/2000
PRESCIENT VISION*	Registered (Company does not intend to take steps to maintain this registration)	3080122	4/11/2006
SERBIN SURGERY CENTER BILLING	Registered (Company does not intend to take steps to maintain this registration)	3203157	1/23/2007

Trade Names