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
American Pathology Partners, Inc.		05/20/2013	CORPORATION: DELAWARE
APP-Florida Holdings, LLC		05/20/2013	LIMITED LIABILITY COMPANY: FLORIDA
APP-PBP, LLC		05/20/2013	LIMITED LIABILITY COMPANY: FLORIDA
APP-Colorado, LLC		05/20/2013	LIMITED LIABILITY COMPANY: COLORADO
APP-Unipath, LLC		05/20/2013	LIMITED LIABILITY COMPANY: COLORADO
APP-North Carolina, LLC		05/20/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA
APP-ECP, LLC		05/20/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 W. Six Mile Road, m/c 7512
Internal Address:	Attn: Livonia Operations Center
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3721792	AP2
Registration Number:	3721791	AP2
Registration Number:	3721793	AP2 AMERICAN PATHOLOGY PARTNERS

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Registration Number:	4002757	APP AMERICAN PATHOLOGY PARTNERS
Registration Number:	3721795	THE POWER OF PARTNERSHIP
Serial Number:	85872907	ECPA
Serial Number:	85872903	
Registration Number:	4088045	UNIPAP
Serial Number:	85872877	UNIPATH
Registration Number:	4095920	UNIPATH
Registration Number:	2655830	UNIPATH PATHOLOGY AT THE NEXT LEVEL...
Registration Number:	3940743	UNISWAB

CORRESPONDENCE DATA

Fax Number: 4156932222

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

Phone: (415) 693-2390

Email: cachiakt@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 2: Attn: Kris Cachia

Address Line 4: San Francisco, CALIFORNIA 94111-5800

ATTORNEY DOCKET NUMBER:	036703-1602
NAME OF SUBMITTER:	Kris Cachia
Signature:	/Kris Cachia/
Date:	05/21/2013

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 20, 2013 by and among **COMERICA BANK** ("Bank") and **AMERICAN PATHOLOGY PARTNERS, INC.** a Delaware corporation; **APP-FLORIDA HOLDINGS, LLC**, a Florida limited liability company; **APP-PBP, LLC**, a Florida limited liability company; **APP-COLORADO, LLC**, a Colorado limited liability company; **APP-UNIPATH, LLC**, a Colorado limited liability company; **APP-NORTH CAROLINA, LLC**, a North Carolina limited liability company, and **APP-ECP, LLC**, a North Carolina limited liability company (each a "**Grantor**" and, collectively, "**Grantors**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

[remainder of page intentionally left blank; signature pages follow]

Address of each Grantor:

103 Continental Place, Suite 400
Brentwood, TN 37027
Attn: Chief Executive Officer

GRANTORS:

AMERICAN PATHOLOGY PARTNERS, INC.

By:_____
Name: John I. Starling
Title: Chief Financial Officer

APP-FLORIDA HOLDINGS, LLC
By: American Pathology Partners, Inc., its Member

By:_____
Name: John I. Starling
Title: Chief Financial Officer

APP-PBP, LLC
By: APP-FLORIDA HOLDINGS, LLC, its Member
By: American Pathology Partners, Inc., its Member

By:_____
Name: John I. Starling
Title: Chief Financial Officer

APP-COLORADO, LLC
By: American Pathology Partners, Inc., its sole Member

By:_____
Name: John I. Starling
Title: Chief Financial Officer

APP-UNIPATH, LLC
By: APP-Colorado, LLC, its sole Member
By: American Pathology Partners, Inc., its sole Member

By:_____
Name: John I. Starling
Title: Chief Financial Officer

APP-NORTH CAROLINA, LLC
By: American Pathology Partners, Inc., its Member

By:_____
Name: John I. Starling
Title: Chief Financial Officer

APP-ECP, LLC
By: APP-North Carolina, LLC
By: American Pathology Partners, Inc., its sole Member

By:_____
Name: John I. Starling
Title: Chief Financial Officer

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BANK:

Address of Bank:

COMERICA BANK

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: _____
Title: VP

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EXHIBIT A

Copyrights

American Pathology Partners, Inc. and Affiliates
Copyright Applications
As of April 18, 2013

Company Name	Copyright Title	Status
APP-UniPath, LLC	UniPath Logo	Pending Filed March 18, 2013
APP-ECP, LLC	Eastern Carolina Pathology Logo	Pending Filed March 18, 2013
APP-PBP, LLC	Palm Beach Pathology Logo	Pending Filed March 18, 2013

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EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date

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EXHIBIT C

Trademarks

American Pathology Partners, Inc. and Affiliates
Service Mark Application and Registrations
As of April 18, 2013

Company Name	Trademark Name	Jurisdiction	Application No.	Registration No.	Status	Goods/Services
American Pathology Partners, Inc.	AP2	USA	77733314	3721792	Registered	Business management services, namely, supervision, development, operation, oversight, and direction of pathology laboratories and pathology practices (Class 35)
American Pathology Partners, Inc.	AP2	USA	77733313	3721791	Registered	Business management services, namely, supervision, development, operation, oversight, and direction of pathology laboratories and pathology practices (Class 35)
American Pathology Partners, Inc.	AP American Pathology Partners	USA	77733316	3721793	Registered	Business management services, namely, supervision, development, operation, oversight and direction of pathology laboratories and pathology practices (Class 35)

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Company Name	Trademark Name	Jurisdiction	Application No.	Registration No.	Status	Goods/Services
American Pathology Partners, Inc.	APP AMERICAN PATHOLOGY PARTNERS	USA	77466567	4002757	Registered	Business management services, namely, supervision, development, operation, oversight, and direction of pathology laboratories and pathology practices (Class 35)
American Pathology Partners, Inc.	THE POWER OF PARTNERSHIP	USA	77733320	3721795	Registered	Business management services, namely, supervision, development, operation, oversight, and direction of pathology laboratories and pathology practices (Class 35)
APP-ECP, LLC		USA	85872907		Pending	Medical laboratory services, namely, providing anatomic pathology laboratory services, in the fields of all cytology preparation and interpretation, all histology preparation and interpretation and specialty testing such as special stains, molecular pathology and immunopathology; medical laboratory services, namely, clinical pathology laboratory services (Class 42)

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Company Name	Trademark Name	Jurisdiction	Application No.	Registration No.	Status	Goods/Services
APP-PBP, LLC		USA	85872903		Pending	Medical laboratory services, namely, providing anatomic pathology laboratory services, in the fields of all cytology preparation and interpretation, all histology preparation and interpretation and specialty testing such as special stains, molecular pathology and immunopathology; medical laboratory services, namely, clinical pathology laboratory services (Class 42)
APP-UniPath, LLC	UNIPAP	USA	85368248	4088045	Registered	Medical services, namely, pap testing and HPV testing to screen for cervical abnormalities and/or cervical cancer (Class 44)

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Company Name	Trademark Name	Jurisdiction	Application No.	Registration No.	Status	Goods/Services
APP-UniPath, LLC	UniPath	USA	85872877		Pending	Medical laboratory services, namely, providing anatomic pathology laboratory services, in the fields of all cytology preparation and interpretation, all histology preparation and interpretation and specialty testing such as special stains, molecular pathology and immunopathology; medical laboratory services, namely, clinical pathology laboratory services (Class 42) and medical services in the fields of anatomic pathology, cytology, cytopathology, histology, histopathology and immunopathology (Class 44)

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Company Name	Trademark Name	Jurisdiction	Application No.	Registration No.	Status	Goods/Services
APP-UniPath, LLC	UNIPATH	USA	85339520	4095920	Registered	Medical laboratory services, namely, providing anatomic pathology laboratory services, in the fields of all cytology preparation and interpretation, all histology preparation and interpretation and specialty testing such as special stains, molecular pathology and immunopathology; medical laboratory services, namely, clinical pathology laboratory services (Class 42); medical services in the fields of anatomic pathology, cytology, cytopathology, histology, histopathology and immunopathology (Class 44)
APP-UniPath, LLC	UniPath *Pathology at the Next Level…*	USA	76232785	2655830	Registered	Providing anatomic pathology services, namely, all cytology preparation and interpretation, all histology preparation and interpretation and specialty testing such as special stains, molecular pathology and immunopathology (Class 42)

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Company Name	Trademark Name	Jurisdiction	Application No.	Registration No.	Status	Goods/Services
APP-UniPath, LLC	UniSwab	USA	85101452	3940743	Registered	In vivo collection kit for obtaining, storing, preserving, and transporting samples for clinical testing consisting of one plastic swab and one plastic vial with preservative and removable cap, and a sealed plastic bag with instructions and diagram printed on the bag all sold as a unit (Class 10)

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