

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM312592

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aurora Diagnostics, LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Cunningham Pathology, L.L.C.		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Mark & Kambour, LLC		07/31/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85407281	NOVADX	
<b>Serial Number:</b>	85400958	NOVADX	
<b>Serial Number:</b>	85116638	HEMADX	
<b>Serial Number:</b>	77958561	CAREDX	
<b>Serial Number:</b>	77936186	GASTRODX	
<b>Serial Number:</b>	77866993	TREATMENTDX	
<b>Serial Number:</b>	77836084	DERMDX	
<b>Serial Number:</b>	77836090	URODX	
<b>Serial Number:</b>	77836093	WOMEN'SDX	
<b>Serial Number:</b>	77381655	CONNECTDX THE INFORMATION GATEWAY	
<b>Serial Number:</b>	78901968	AURORA DIAGNOSTICS	
<b>Serial Number:</b>	73243382	CUNNINGHAM PATHOLOGY ASSOCIATES P.A.	
<b>Serial Number:</b>	76185101	G GLOBAL PATHOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<b>TRADEMARK</b>			

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***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 212-756-2132  
**Email:** scott.kareff@srz.com  
**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** 22nd Floor  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1483
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<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1483)
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<b>SIGNATURE:</b>	/kc for sk/
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<b>DATE SIGNED:</b>	07/31/2014
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**Total Attachments: 5**

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source=Trademark Grant of A Security Interest for Aurora Diagnostics, LLC and others #page2.tif  
source=Trademark Grant of A Security Interest for Aurora Diagnostics, LLC and others #page3.tif  
source=Trademark Grant of A Security Interest for Aurora Diagnostics, LLC and others #page4.tif  
source=Trademark Grant of A Security Interest for Aurora Diagnostics, LLC and others #page5.tif

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 31, 2014, by AURORA DIAGNOSTICS, LLC ("Aurora"), CUNNINGHAM PATHOLOGY, L.L.C. ("CP"), MARK & KAMBOUR, LLC (together with Aurora and CP, collectively, the "Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

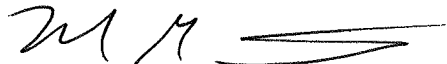
This Trademark Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of page intentionally left blank]*


IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

GRANTORS:

AURORA DIAGNOSTICS, LLC  
CUNNINGHAM PATHOLOGY, L.L.C.


By:   
Name: Michael Grattendick  
Title: Vice President and Controller

MARK & KAMBOUR, LLC




By:   
Name: Michael Grattendick  
Title: Vice President and Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
NOVADX 	85407281 25-AUG-2011		AURORA DIAGNOSTICS, LLC
NOVADX	85400958 18-AUG-2011		AURORA DIAGNOSTICS, LLC
HEMADX	85116638 26-AUG-2010	3950823 26-APR-2011	AURORA DIAGNOSTICS LLC
CAREDX	77958561 14-MAR-2010	3896426 28-DEC-2010	AURORA DIAGNOSTICS, LLC
GASTRODX	77936186 16-FEB-2010	4042735 18-OCT-2011	AURORA DIAGNOSTICS, LLC
TREATMENTDX	77866993 06-NOV-2009	3884151 30-NOV-2010	AURORA DIAGNOSTICS, LLC
DERMDX	77836084 28-SEP-2009	3787236 11-MAY-2010	AURORA DIAGNOSTICS, LLC
URODX	77836090 28-SEP-2009	3787237 11-MAY-2010	AURORA DIAGNOSTICS, LLC
WOMEN'SDX	77836093 28-SEP-2009	3787239 11-MAY-2010	AURORA DIAGNOSTICS, LLC
CONNECTDX THE INFORMATION GATEWAY	77381655 28-JAN-2008	3601123 07-APR-2009	AURORA DIAGNOSTICS, LLC

DOC ID - 21662077.2

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
			
AURORA DIAGNOSTICS	78901968 06-JUN-2006	3446899 10-JUN-2008	AURORA DIAGNOSTICS, LLC
CUNNINGHAM PATHOLOGY ASSOCIATES P.A. 	73243382 18-DEC-1979	1171727 29-SEP-1981	CUNNINGHAM PATHOLOGY, L.L.C.
G GLOBAL PATHOLOGY 	76185101 20-DEC-2000	2667061 24-DEC-2002	MARK & KAMBOUR, LLC