

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PEDIATRIC SERVICES HOLDING CORPORATION		09/17/2010	CORPORATION: DELAWARE
PEDIATRIC SERVICES OF AMERICA, INC. d/b/a PSA HealthCare		09/17/2010	CORPORATION: GEORGIA
PEDIATRIC SERVICES OF AMERICA, INC.		09/17/2010	CORPORATION: DELAWARE
PEDIATRIC HOME NURSING SERVICES, INC.		09/17/2010	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	SUNTRUST BANK
<b>Street Address:</b>	25 Park Place
<b>Internal Address:</b>	23rd Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>Entity Type:</b>	Banking Corporation: GEORGIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	76657032	PSA
Serial Number:	76657034	PSA
Serial Number:	76657035	PSA HOME HEALTHCARE
Serial Number:	77633728	PSA HEALTHCARE CARING FOR KIDS

**CORRESPONDENCE DATA**

Fax Number: (404)439-1819  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900171919**

**TRADEMARK  
 REEL: 004280 FRAME: 0813**

**CH \$115.00 76657032**

Phone: (404) 873-8500  
Email: portia.gordon@agg.com  
Correspondent Name: Anisa I. Abdullahi, Esq.  
Address Line 1: 171 17th Street, NW  
Address Line 2: Suite 2100  
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	14686-150
NAME OF SUBMITTER:	Anisa I. Abdullahi
Signature:	/aia/
Date:	09/20/2010

**Total Attachments: 40**

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**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (this "Agreement"), dated as of September 17, 2010, is entered into among PEDIATRIC SERVICES HOLDING CORPORATION, a Delaware corporation ("PSHC"), PEDIATRIC SERVICES OF AMERICA, INC., a Georgia corporation d/b/a PSA HealthCare ("PSAHC") (PSHC and PSAHC are each individually a "Borrower", and collectively the "Borrowers"), the Subsidiaries of Borrowers signatory hereto and each other Subsidiary of Borrowers hereafter a party hereto (Borrowers, each Subsidiary of a Borrower party hereto and each other Subsidiary hereafter becoming a party hereto shall be collectively known as the "Grantors", and individually as a "Grantor"), in favor of SUNTRUST BANK, in its capacity as Administrative Agent (the "Administrative Agent"), for the several banks and other financial institutions and lenders (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Borrowers, Administrative Agent, the Lenders, and the Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility in favor of and extend term loans to Borrowers; and

WHEREAS, it is a condition precedent to the obligations of Administrative Agent, the Issuing Bank and the Lenders under the Credit Agreement that the Grantors enter into this Agreement to secure (i) all obligations of Borrowers under the Credit Agreement, (ii) the obligations of each Subsidiary of a Borrower under the Subsidiary Guaranty Agreement, (iii) the obligations of each Grantor under all other Loan Documents to which such Grantor is a party and (iv) all Hedging Obligations owed to Administrative Agent, any Lender or any of their affiliates to the extent expressly permitted by the Credit Agreement, and the Grantors desire to satisfy such condition precedent;

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, the parties hereto agree as follows:

**SECTION 1. Definitions.** Capitalized terms defined in the Credit Agreement and not otherwise defined herein, when used in this Agreement shall have the respective meanings provided for in the Credit Agreement. The following additional terms, when used in this Agreement, shall have the following meanings:

"Account Debtor" shall mean any person or entity that is obligated under an Account.

"Accounts" shall mean all "accounts" (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, and, in any event, shall mean and include, without limitation, (a) all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to any Grantor arising from

the sale or lease of goods or other property by any Grantor or the performance of services by any Grantor (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the UCC in effect in any jurisdiction), (b) all of each Grantor's rights in, to and under all purchase and sales orders for goods, services or other property, and all of each Grantor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit), (c) all monies due to or to become due to any Grantor under all contracts for the sale, lease or exchange of goods or other property or the performance of services by any Grantor (whether or not yet earned by performance on the part of such Grantor), and (d) all collateral security and guarantees of any kind given to any Grantor with respect to any of the foregoing.

“Chattel Paper” shall mean all “chattel paper” (as defined in the UCC) owned or acquired by any Grantor or in which any Grantor has or acquires any rights.

“Collateral” shall mean, collectively, all of the following:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all money, cash or cash equivalents;
- (xii) all other goods and personal property, whether tangible or intangible;
- (xiii) all Supporting Obligations and Letter-of-Credit Rights of any Grantor;
- (xiv) all books and records pertaining to any of the Collateral (including, without limitation, credit files, Software, computer programs, printouts and other computer materials and records but excluding customer lists); and

- (xv) all products and Proceeds of all or any of the Collateral described in clauses (i) through (xiv) hereof.

“Copyright License” shall mean any and all rights of any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (a) all copyrights and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Deposit Accounts” shall mean all “deposit accounts” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing rights or interest in such deposit accounts.

“Documents” shall mean all “documents” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights, or other receipts, of any Grantor covering, evidencing or representing goods.

“Equipment” shall mean all “equipment” (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located, and, in any event, shall include without limitation all machinery, furniture, furnishings, processing equipment, conveyors, machine tools, engineering processing equipment, manufacturing equipment, materials handling equipment, trade fixtures, trucks, trailers, forklifts, vehicles, computers and other electronic data processing and other office equipment of any Grantor, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, all fuel therefore and all manuals, drawings, instructions, warranties and rights with respect thereto.

“Event of Default” shall have the meaning set forth for such term in Section 7 hereof.

“Fixtures” shall mean all “fixtures” (as defined in the UCC) now owned or hereafter acquired by any Grantor and wherever located.

“General Intangibles” shall mean all “general intangibles” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all right, title and interest in or under all contracts, all customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill

(including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights of indemnification or warranty, all books and records, correspondence, credit files, invoices, tapes, cards, computer runs, domain names, prospect lists, customer lists and other papers and documents.

“Instruments” shall mean all “instruments” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all promissory notes, all certificates of deposit and all letters of credit evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts or other obligations owed to any Grantor.

“Intellectual Property” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all Patents, patent rights and patent applications, Copyrights and copyright applications, Trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, applications for registration of trademarks, trade names and service marks, fictitious names registrations and trademark, trade name, service mark registrations, mask works or similar rights, any and all claims for damages by way of past, present or future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement and all derivations thereof (including, without limitation, those Copyrights, Trademarks and Patents listed on Schedule IV hereto); and (b) Patent Licenses, Trademark Licenses, Copyright Licenses and other licenses to use any of the items described in the preceding clause (a), and any other items necessary to conduct or operate the business of each Grantor.

“Inventory” shall mean all “inventory” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all goods owned or held for sale or lease to any other Persons.

“Investment Property” shall mean all “investment property” (as defined in the UCC) now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights and, in any event, shall include all “certificated securities”, “uncertificated securities”, “security entitlements”, “securities accounts”, “commodity contracts” and “commodity accounts” (as all such terms are defined in the UCC) of each Grantor.

“Letter-of-Credit Rights” shall mean “letter-of-credit rights” (as defined in the UCC), now owned or hereafter acquired by any Grantor, including rights to payment or performance under a letter of credit, whether or not any Grantor, as beneficiary, has demanded or is entitled to demand payment or performance.

“License” shall mean any Copyright License, Patent License, Trademark License or other license of rights or interests of each Grantor in Intellectual Property.

“Patent License” shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights granting any right with respect to any property, process or other invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any rights: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part and extensions thereof.

“Proceeds” shall mean all “proceeds” (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral, and, in any event, shall mean and include all claims against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of any Collateral, and any condemnation or requisition payments with respect to any Collateral and the following types of property acquired with cash proceeds: Accounts, Inventory, General Intangibles, Documents, Instruments and Equipment.

“Secured Obligations” shall mean (i) all Obligations of Borrowers under the Credit Agreement and the other Loan Documents (whether for principal, interest, fees, expenses, indemnity or reimbursement payments, or otherwise), (ii) all obligations of Borrowers, monetary or otherwise, pursuant to any Hedging Transaction incurred to limit interest rate or fee fluctuation with respect to the Loans and Letters of Credit entered into with a Specified Hedge Provider, (iii) all obligations of each other Grantor under the Subsidiary Guaranty Agreement and all other Loan Documents to which such other Grantor is a party to (whether for principal, interest, fees, expenses, indemnity or reimbursement payments, or otherwise), (iv) all renewals, extensions, refinancings and modifications thereof, and (v) all reasonable costs and expenses incurred by Administrative Agent in connection with the exercise of its rights and remedies hereunder (including reasonable attorneys’ fees). Where the context requires, any affiliate of a Lender which is party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans and Letters of Credit shall be deemed to be a “Lender” for purposes of this Agreement and such affiliate shall only be required to be an affiliate of a Lender at the time the relevant Hedging Transaction is entered into in order for such Hedging Transaction to be eligible to be designated as a “Secured Obligation”.

“Secured Parties” shall mean, collectively, Administrative Agent, the Lenders and the Specified Hedge Providers.

“Security Interests” shall mean the security interests granted to Administrative Agent on its behalf and on behalf of the Secured Parties pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

“Software” shall mean all “software” (as defined in the UCC), now owned or



hereafter acquired by any Grantor, including all computer programs and all supporting information provided in connection with a transaction related to any program.

“Specified Hedge Provider” shall mean each party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans and Letters of Credit if at the date of entering into such Hedging Transaction such person was a Lender or an Affiliate of a Lender and such person executes and delivers to Administrative Agent a letter agreement in form and substance acceptable to Administrative Agent pursuant to which such person (i) appoints Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Articles IX and X of the Credit Agreement.

“Supporting Obligations” means all “supporting obligations” (as defined in the UCC), including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

“Trademark License” shall mean any written agreement now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights granting to any Grantor any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

“UCC” shall mean the Uniform Commercial Code as in effect, from time to time, in the State of Georgia; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Georgia, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

“United States” or “U.S.” shall mean the United States of America, any of the fifty states thereof, and the District of Columbia.

**SECTION 2. Representations and Warranties.** Each Grantor represents and warrants to Administrative Agent, for the benefit of Secured Parties, as follows:

(a) Such Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder and has good and marketable title to all of its Collateral, free and clear of any Liens other than Liens expressly permitted under

Section 7.2 of the Credit Agreement.

(b) Other than financing statements, security agreements, or other similar or equivalent documents or instruments with respect to Liens expressly permitted under Section 7.2 of the Credit Agreement, no financing statement, mortgage, security agreement or similar or equivalent document or instrument evidencing a Lien on all or any part of the Collateral is on file or of record in any jurisdiction. None of the Collateral is in the possession of a Person (other than any Grantor) asserting any claim thereto or security interest therein, except that Administrative Agent or its designee may have possession of Collateral as contemplated hereby.

(c) When the UCC financing statements in appropriate form are filed in the offices specified on Schedule I attached hereto, the Security Interests shall constitute valid and perfected security interests in the Collateral, prior to all other Liens and rights of others therein except for the Liens expressly permitted under Section 7.2 of the Credit Agreement, to the extent that a security interest therein may be perfected by filing pursuant to the UCC, assuming the proper filing and indexing thereof.

(d) All Inventory and Equipment is insured in accordance with the requirements of the Credit Agreement.

(e) None of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC).

(f) Schedule II correctly sets forth each Grantor's state of incorporation, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of such Grantor's jurisdiction of organization which shows such Grantor to be organized.

(g) The Perfection Certificate, which is attached hereto as Schedule III, correctly sets forth (i) all names and tradenames that each Grantor has used within the last five years and the names of all Persons that have merged into or been acquired by each Grantor, (ii) the chief executive offices of each Grantor over the last five years, (iii) all other locations in which tangible assets of each Grantor have been located in the last five years, (iv) the name of each bank at which each Grantor maintains Deposit Accounts, the state of organization of each such bank, and the account numbers for each Deposit Account, (v) all letters of credit under which each Grantor is a beneficiary, (vi) all third parties with possession of any Inventory or Equipment of each Grantor and (vii) each Grantor's mailing address.

(h) With respect to the Accounts, except as specifically disclosed to Administrative Agent, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto except as have arisen in the ordinary course of business and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment

and disclosed to Administrative Agent; (iii) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and other reports delivered to Administrative Agent with respect thereto; (iv) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts (i) the amounts shown on such records and all invoices, statements and collateral reports which may be delivered to Administrative Agent with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; and (ii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

(i) With respect to any Inventory, (i) such Inventory is located at one of the Grantor's locations set forth on the Perfection Certificate, (ii) no Inventory is now, or shall at any time or times hereafter be stored at any other location without Administrative Agent's prior consent, and if Administrative Agent gives such consent, such Grantor will concurrently therewith obtain, to the extent required by the Credit Agreement, bailee, landlord and mortgagee agreements, (iii) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to Administrative Agent and except for Permitted Encumbrances, (iv) except as specifically disclosed to Administrative Agent, such Inventory is of good and merchantable quality, free from any defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vi) the completion of manufacture, sale or other disposition of such Inventory by Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

(j) Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in the Perfection Certificate. This Agreement is effective to create a valid and continuing Lien on and, upon filing of this Agreement with the United States Copyright Office and the United State Patent and Trademark Office, perfected security interests in favor of, Administrative Agent in such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor. Upon filing of this Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

**SECTION 3. The Security Interests.** In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to Administrative Agent on its

behalf and on behalf of the Secured Parties and grants to Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of its rights in and to all Collateral now or hereafter owned or acquired by such Grantor or in which such Grantor now has or hereafter has or acquires any rights, and wherever located. The Security Interests are granted as security only and shall not subject Administrative Agent or any other Secured Party to, or transfer to Administrative Agent or any other Secured Party, or in any way affect or modify, any obligation or liability of the Grantor with respect to any Collateral or any transaction in connection therewith.

#### **SECTION 4. Further Assurances; Covenants.**

(a) General.

(i) No Grantor shall change the location of its chief executive office or principal place of business unless it shall have given Administrative Agent thirty (30) days prior notice thereof, as well as executed and delivered to Administrative Agent all financing statements and financing statement amendments which Administrative Agent may request in connection therewith. Each Grantor shall continue to hold its books and records related to its Accounts at its facilities located at 310 Technology Parkway, Norcross, Georgia 30092, unless Grantors shall have given Administrative Agent thirty (30) days prior notice of a change of location.

(ii) No Grantor shall change its name, organizational identification number, identity, jurisdiction of organization, or corporate structure in any manner unless it shall have given Administrative Agent thirty (30) days prior written notice thereof, and executed and delivered to Administrative Agent all financing statements and financing statement amendments which Administrative Agent may request in connection therewith. No Grantor shall merge or consolidate into, or transfer any of the Collateral to, any other Person other than another Grantor, without the prior written consent of the Required Lenders.

(iii) Each Grantor hereby authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of the Grantor", "all personal property of the Grantor" or words of similar effect, in such jurisdictions as Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by such Grantor under this Agreement. Each Grantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office, Copyright or Patent filings and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that Administrative Agent may request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable Administrative Agent to obtain the full benefits of this Agreement, or to enable

Administrative Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of its Collateral. Each Grantor hereby authorizes Administrative Agent to execute and file financing statements, financing statement amendments or continuation statements on behalf of such Grantor. Each Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Grantors shall pay the costs of, or incidental to, any recording or filing of any financing statements, financing statement amendments or continuation statements necessary in the sole discretion of Administrative Agent, to perfect Administrative Agent and Secured Parties' security interest in the Collateral.

(iv) Except as set forth in the Perfection Certificate attached hereto as Schedule III, no Grantor shall permit any of its tangible assets, including without limitation, its Inventory and Equipment, to be in the possession of any other Person unless pursuant to an agreement in form and substance satisfactory to Administrative Agent (A) such Person has acknowledged that (1) it holds possession of such Inventory, Equipment and other tangible assets, as the case may be, for Administrative Agent's benefit, subject to Administrative Agent's instructions, and (2) such Person does not have a Lien in such Inventory, Equipment or other tangible assets, (B) such Person agrees not to hold such Inventory, Equipment or other tangible assets on behalf of any other Person and (C) such Person agrees that, after the occurrence and during the continuance of an Event of Default and upon request by Administrative Agent to issue and deliver to Administrative Agent warehouse receipts, bills of lading or any similar documents relating to such Collateral in Administrative Agent's name and in form and substance acceptable to Administrative Agent.

(v) No Grantor shall (A) sell, transfer, lease, exchange, assign or otherwise dispose of, or grant any option, warrant or other right with respect to, any of its Collateral other than sales of assets permitted under Sections 7.3 and 7.6 of the Credit Agreement; or (B) create, incur or suffer to exist any Lien with respect to any Collateral, except for the Liens expressly permitted under Section 7.2 of the Credit Agreement.

(vi) Each Grantor will, promptly upon request, provide to Administrative Agent all information and evidence it may reasonably request concerning the Collateral, to enable Administrative Agent to enforce the provisions of this Agreement.

(vii) Each Grantor shall take all actions necessary or reasonably requested by Administrative Agent in order to maintain the perfected status of the Security Interests.

(viii) No Grantor shall file any amendment to or termination of a financing statement naming any Grantor as debtor and Administrative Agent as secured party, or any correction statement with respect thereto, in any jurisdiction

until such time as the Secured Obligations have been satisfied and Administrative Agent and the Secured Parties have released their security interests granted hereunder.

(ix) Each Grantor shall take all steps necessary to grant Administrative Agent control of all electronic chattel paper in accordance with the UCC and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(b) Accounts, Etc.

(i) Each Grantor shall use all reasonable efforts consistent with prudent business practice to cause to be collected from its Account Debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account. The costs and expenses (including, without limitation, reasonable attorneys’ fees actually incurred) of collection of Accounts incurred by such Grantor or Administrative Agent shall be borne by the Grantors.

(ii) Upon the occurrence and during the continuance of any Event of Default, upon request of Administrative Agent, each Grantor will promptly notify (and each Grantor hereby authorizes Administrative Agent so to notify) each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to Administrative Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to Administrative Agent or its designee.

(iii) Each Grantor will perform and comply in all material respects with all of its obligations in respect of Accounts, Instruments and General Intangibles.

(c) Equipment, Etc. [Intentionally Deleted].

(d) Patents, Trademarks, Etc. Each Grantor shall notify Administrative Agent promptly upon the occurrence of each of the following (i) such Grantor’s acquisition after the date of this Agreement of any material Intellectual Property and (ii) such Grantor’s obtaining knowledge, or reason to know, that any application or registration relating to any Intellectual Property owned by or licensed to such Grantor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding such Grantor’s ownership of any material Intellectual Property, its right to register the same, or to keep and maintain the same.

(e) Deposit Accounts, Chattel Paper, Investment Property and Letters of Credit.

(i) Other than Deposit Accounts established for new locations and which do not at any time hold funds in an amount greater than \$500,000 per location, no Grantor shall open or maintain any Deposit Accounts other than those listed on the Perfection Certificate attached hereto as Schedule III and such other Deposit Accounts as such Grantor shall open and maintain with the consent of Administrative Agent subject to control agreements, in form and substance satisfactory to Administrative Agent in its sole discretion, executed by such Grantor, the bank at which the deposit account is located and Administrative Agent.

(ii) No Grantor shall become the beneficiary of any Letters of Credit, unless the issuer of the Letter of Credit has consented to the assignment of the proceeds of such Letter of Credit to Administrative Agent which consent shall not be unreasonably withheld, such assignment to be in form and substance acceptable to Administrative Agent.

(iii) Each Grantor, at any time and from time to time, will (a) take such steps as Administrative Agent may reasonably request from time to time for Administrative Agent to obtain "control" of any Investment Property or electronic Chattel Paper, with any agreements establishing control to be in form and substance reasonably satisfactory to Administrative Agent, and (b) otherwise to insure the continued perfection and priority of Administrative Agent's security interest in any of the Collateral and of the preservation of its rights therein.

(f) Commercial Tort Claims. If any Grantor shall at any time acquire a "commercial tort claim" (as such term is defined in the UCC) with a claim for damages that could reasonably be expected to be in excess of \$100,000, such Grantor shall promptly notify Administrative Agent thereof in a writing, providing a reasonable description and summary thereof, and shall execute a supplement to this Agreement granting a security interest in such commercial tort claim to Administrative Agent.

**SECTION 5. Reporting and Recordkeeping.** Each Grantor covenants and agrees with Administrative Agent that from and after the date of this Agreement and until the Secured Obligations have been indefeasibly paid in full in cash:

(a) Maintenance of Records Generally. Each Grantor will keep and maintain at its own cost and expense records of its Collateral, complete in all material respects, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with its Collateral. For Administrative Agent's further security, each Grantor agrees that Administrative Agent shall have a security interest in all of such Grantor's books and records pertaining to its Collateral and, upon the occurrence and during the continuation of any Event of Default, such Grantor shall deliver and turn over full and complete copies of any such books and records to Administrative Agent or to its representatives at any time on demand of Administrative Agent. Upon reasonable notice to Borrowers' Agent from Administrative Agent, each Grantor shall permit any representative of Administrative Agent, to inspect such books and records and will provide photocopies thereof to Administrative Agent.

(b) Special Provisions Regarding Maintenance of Records and Reporting Re: Accounts, Inventory and Equipment;

(i) Each Grantor shall keep complete and accurate records of its Accounts. Upon the request of Administrative Agent, and prior to an Event of Default no more frequently than one time per calendar quarter, such Grantor shall deliver to Administrative Agent all documents, including, without limitation, repayment histories and present status reports, relating to its Accounts so scheduled and such other matters and information relating to the status of its then existing Accounts as Administrative Agent shall reasonably request.

(ii) In the event any amounts due and owing in excess of \$500,000 in the aggregate are in dispute between any Account Debtor and any Grantor, such Grantor shall provide Administrative Agent with written notice thereof promptly after such Grantor's learning thereof explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy.

(iii) Each Grantor will promptly upon, but in no event later than five (5) Business Days after:

(A) Such Grantor's learning thereof, inform Administrative Agent, in writing, of any delay in such Grantor's performance of any of its obligations to any Account Debtor and of any assertion of any claims, offsets or counterclaims by any Account Debtor and of any allowances, credits or other monies granted by such Grantor to any Account Debtor, in each case involving amounts in excess of \$500,000 in the aggregate for all Accounts of such Account Debtor; and

(B) Such Grantor's receipt or learning thereof, furnish to and inform Administrative Agent of all material adverse information relating to the financial condition of any Account Debtor with respect to Accounts exceeding \$500,000 in the aggregate; and

(iv) Such Grantor at its expense will cause independent public accountants reasonably satisfactory to Administrative Agent to prepare and deliver to Administrative Agent at any time and from time to time promptly upon Administrative Agent's request made when any Event of Default exists, the following reports: (A) a reconciliation of all of its Accounts, (B) an aging of all of its Accounts, (C) trial balances, and (D) a test verification of such Accounts.

(c) Further Identification of Collateral. Each Grantor will if so requested by Administrative Agent furnish to Administrative Agent, as often as Administrative Agent reasonably requests but in no event more frequently than once per calendar quarter, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Administrative Agent may reasonably request, all in reasonable detail.

(d) Notices. In addition to the notices required by Section 5(b) hereof, each Grantor will advise Administrative Agent promptly, but in no event later than fifteen (15) days



after the occurrence thereof, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Collateral that is not expressly permitted by the terms of the Credit Agreement, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the validity, perfection or priority of the Security Interests.

**SECTION 6. General Authority.** Each Grantor hereby irrevocably appoints Administrative Agent its true and lawful attorney, with full power of substitution, in the name of such Grantor, Administrative Agent or otherwise, for the sole use and benefit of Administrative Agent on its behalf and on behalf of the Secured Parties, but at such Grantor's expense, to exercise, at any time (subject to the proviso below) all or any of the following powers:

- (i) to file the financing statements, financing statement amendments and continuation statements referred to in Section 4(a)(iii),
- (ii) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due with respect to any Collateral or by virtue thereof,
- (iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect to any Collateral,
- (iv) to sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds or avails thereof, as fully and effectually as if Administrative Agent were the absolute owner thereof, and
- (v) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference to the Collateral.

provided, however, that the powers described in clauses (ii), (iii), (iv) and (v) above may be exercised by Administrative Agent only if an Event of Default then exists.

**SECTION 7. Events of Default.** Each of the following specified events shall constitute an Event of Default under this Agreement:

- (a) The existence or occurrence of any "Event of Default" as provided under the terms of the Credit Agreement;
- (b) Any representation or warranty made by or on behalf of any Grantor under or pursuant to this Agreement shall have been false or misleading in any material respect when made; or
- (c) Any Grantor shall fail to observe or perform any covenant or agreement set forth in this Agreement other than those referenced in paragraphs (a) and (b) above, and if such failure is capable of being remedied, such failure shall remain unremedied for fifteen (15) days.

**SECTION 8. Remedies upon Event of Default.**

(a) If any Event of Default has occurred and is continuing, Administrative Agent may, without further notice, exercise all rights and remedies under this Agreement or any other Loan Document or that are available to a secured creditor under the UCC or that are otherwise available at law or in equity, at any time, in any order and in any combination, including to collect any and all Secured Obligations from the Grantors, and, in addition, Administrative Agent may sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as Administrative Agent may deem satisfactory. Administrative Agent shall give Borrowers' Agent not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Each Grantor agrees that any such notice constitutes "reasonable notification" within the meaning of Section 9-611 of the UCC (to the extent such Section or any successor provision under the UCC is applicable).

(b) Administrative Agent may be the purchaser of any or all of the Collateral so sold at any public sale (or, if such Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Each Grantor agrees during an Event of Default to execute and deliver such documents and take such other action as Administrative Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of any kind, including any equity or right of redemption of the Grantors. To the extent permitted by law, each Grantor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Administrative Agent may fix in the notice of such sale. At any such sale Collateral may be sold in one lot as an entirety or in separate parcels, as Administrative Agent may determine. Administrative Agent shall not be obligated to make any such sale pursuant to any such notice. Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, such Collateral so sold may be retained by Administrative Agent until the selling price is paid by the purchaser thereof, but Administrative Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for such Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. Administrative Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. The Grantors shall remain liable for any deficiency.

(c) For the purpose of enforcing any and all rights and remedies under this

Agreement, Administrative Agent may (i) require any Grantor to, and each Grantor agrees that it will, at the joint and several expense of the Grantors, and upon the request of Administrative Agent, forthwith assemble all or any part of its Collateral as directed by Administrative Agent and make it available at a place designated by Administrative Agent which is, in Administrative Agent's opinion, reasonably convenient to Administrative Agent and such Grantor, whether at the premises of such Grantor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any such Collateral is or may be located and, without charge or liability to Administrative Agent, seize and remove such Collateral from such premises, (iii) have access to and use such Grantor's books and records, computers and software relating to the Collateral, and (iv) prior to the disposition of any of the Collateral, store or transfer such Collateral without charge in or by means of any storage or transportation facility owned or leased by such Grantor, process, repair or recondition such Collateral or otherwise prepare it for disposition in any manner and to the extent Administrative Agent deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used such Grantor.

(d) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) Administrative Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any Licenses and take or refrain from taking any action under any thereof, and each Grantor hereby releases Administrative Agent from, and agrees to hold Administrative Agent free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto except for Administrative Agent's gross negligence or willful misconduct as determined by a final and nonappealable decision of a court of competent jurisdiction; and

(ii) upon request by Administrative Agent, each Grantor agrees to execute and deliver to Administrative Agent powers of attorney, in form and substance satisfactory to Administrative Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of any Intellectual Property. In the event of any such disposition pursuant to this Section, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents or Copyrights, and its customer lists and other records relating to such Intellectual Property and to the distribution of said products, to Administrative Agent.

**SECTION 9. Limitation on Duty of Administrative Agent in Respect of Collateral.** Beyond reasonable care in the custody thereof, Administrative Agent shall have no duty as to any Collateral of any Grantor in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Administrative Agent shall be deemed to have exercised

reasonable care in the custody of the Collateral of the Grantors in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property, and Administrative Agent shall not be liable or responsible for any loss or damage to any of the Grantors' Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Administrative Agent in good faith.

**SECTION 10. Application of Proceeds.** The proceeds of any sale of, or other realization upon, all or any part of the Collateral of the Grantors shall be applied by Administrative Agent in the manner set forth in Section 2.11(c) in the Credit Agreement.

**SECTION 11. Concerning Administrative Agent.** The provisions of Article IX of the Credit Agreement shall inure to the benefit of Administrative Agent in respect of this Agreement and shall be binding upon the parties to the Credit Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of Administrative Agent therein set forth:

(a) Administrative Agent is authorized to take all such action as is provided to be taken by it as Administrative Agent hereunder or otherwise permitted under the Credit Agreement and all other action reasonably incidental thereto. As to any matters not expressly provided for herein or therein, Administrative Agent may request instructions from the Lenders and shall act or refrain from acting in accordance with written instructions from the Required Lenders or, in the absence of such instructions, in accordance with its discretion.

(b) Administrative Agent shall not be responsible for the existence, genuineness or value of any of the Grantors' Collateral or for the validity, perfection, priority or enforceability of the Security Interests, whether impaired by operation of law or by reason of any action or omission to act on its part. Administrative Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by the Grantors.

**SECTION 12. Appointment of Co-Agents.** At any time or times, in order to comply with any legal requirement in any jurisdiction, Administrative Agent may appoint another bank or trust company or one or more other Persons reasonably acceptable to the Required Lenders and, so long as no Event of Default has occurred or is continuing, Borrowers, either to act as co-agent or co-agents, jointly with Administrative Agent, or to act as separate agent or agents on behalf of Administrative Agent and the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment (which may, in the discretion of Administrative Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 11).

**SECTION 13. Expenses.** In the event that any Grantor fails to comply with the provisions of the Credit Agreement, this Agreement or any other Loan Document, such that the value of any of its Collateral or the validity, perfection, rank or value of the Security Interests are thereby diminished or potentially diminished or put at risk, Administrative Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and the Grantors shall jointly and severally reimburse Administrative Agent for the reasonable and actual costs thereof

on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping such Collateral, any and all excise, stamp, intangibles, transfer, property, sales, and use taxes imposed by any state, federal, or local authority or any other governmental authority on any of such Collateral, or in respect of periodic appraisals and inspections of such Collateral, or in respect of the sale or other disposition thereof, shall be borne and paid by the Grantors jointly and severally; and if the Grantors fail promptly to pay any portion thereof when due, Administrative Agent may, at its option, but shall not be required to, pay the same and charge the Grantors' accounts therefor, and the Grantors agree jointly and severally to reimburse Administrative Agent therefor on demand. All sums so paid or incurred by Administrative Agent for any of the foregoing and any and all other sums for which the Grantors may become liable hereunder and all costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by Administrative Agent in enforcing or protecting the Security Interests or any of its rights or remedies thereon shall be payable by the Grantors on demand and shall bear interest (after as well as before judgment) until paid at the default rate of interest set forth in the Credit Agreement and shall be additional Secured Obligations hereunder.

**SECTION 14. Termination of Security Interests; Release of Collateral.** Upon the repayment in full in cash of all Secured Obligations (other than those Secured Obligations relating to the Hedging Obligations), termination of all commitments of the Lenders under the Credit Agreement and the cash collateralization of the LC Exposure, the Security Interests shall terminate and all rights to the Collateral shall revert to the Grantors. Upon any such termination of the Security Interests or release of such Collateral, Administrative Agent will, at the expense of Borrowers, execute and deliver to Borrowers' Agent such documents as the Grantors shall reasonably request, but without recourse or warranty to Administrative Agent, including but not limited to written authorization to file termination statements to evidence the termination of the Security Interests in such Collateral.

**SECTION 15. Notices.** All notices, requests and other communications to the Grantors or Administrative Agent hereunder shall be delivered in the manner required by the Credit Agreement and shall be sufficiently given to Administrative Agent or any Grantor if addressed or delivered to them at, in the case of Administrative Agent, at its address and telecopier number specified in the Credit Agreement, and in the case of Borrowers and any other Grantors, at the address and telecopier number specified in the Credit Agreement for Borrowers' Agent. All such notices and communications shall be deemed to have been duly given at the times set forth in the Credit Agreement.

**SECTION 16. No Waiver; Remedies Cumulative.**

(a) No failure or delay of Administrative Agent of any kind in exercising any power, right or remedy hereunder and no course of dealing between any Grantor on the one hand and Administrative Agent or any holder of any Note on the other hand shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy hereunder or under any other Loan Document, or any abandonment or discontinuance of steps to enforce such a power, right or remedy, preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The rights of Administrative Agent hereunder and of the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies

that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by subsection (b) below, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle such Grantor to any other or further notice in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Grantors with respect to which such waiver, amendment or modification relates and Administrative Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).

**SECTION 17. Successors and Assigns.** This Agreement is for the benefit of Administrative Agent and the Secured Parties and their permitted successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Grantors and their successors and assigns; provided, however, that no Grantor may assign any of its rights or obligations hereunder without the prior written consent of Administrative Agent and the Lenders.

**SECTION 18. Governing Law; Jurisdiction; Consent to Service of Process.**

(a) This Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

(b) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States courts located within Northern District in the State of Georgia, and the Business Case Division of the Fulton County Superior Court located in Atlanta, Georgia and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Georgia state court or, to the extent permitted by applicable law, such Federal court. Each Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its properties in the courts of any jurisdiction.

(c) Each Grantor irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each Grantor irrevocably consents to the service of process in the manner provided for notices in Section 10.1 of the Credit Agreement. Nothing in this Agreement will affect the right of Administrative Agent or any Lender to serve process in any other manner permitted by law.

**SECTION 19. WAIVER OF JURY TRIAL.** EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**SECTION 20. Severability.** Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**SECTION 21. Counterparts; Integration.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement constitutes the entire agreement among the parties hereto regarding the subject matters hereof and supersedes all prior agreements and understandings, oral or written, regarding such subject matter.

**SECTION 22. Additional Grantors.** Pursuant to Section 5.11 of the Credit Agreement, each Subsidiary that was not in existence on the date of the Credit Agreement is required to enter into this Agreement as a Grantor upon becoming such a Subsidiary. Upon execution and delivery after the date hereof by Administrative Agent and such Subsidiary of an instrument in the form of Exhibit A, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

PEDIATRIC SERVICES HOLDING CORPORATION, a Delaware corporation

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

PEDIATRIC SERVICES OF AMERICA, INC., a Georgia corporation d/b/a PSA HealthCare

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

PEDIATRIC SERVICES OF AMERICA, INC., a Delaware corporation

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

PEDIATRIC HOME NURSING SERVICES, INC., a New York corporation

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]



**SCHEDULE I**

**LIST OF FILING OFFICES**

<b>Name of Grantor</b>	<b>Jurisdiction</b>	<b>Office(s)</b>
Pediatric Services Holding Corporation	Delaware	Delaware Secretary of State
Pediatric of America, Inc. d/b/a PSA HealthCare	Georgia	Georgia Central Index
Pediatric Services of America, Inc.	Delaware	Delaware Secretary of State
Pediatric Home Nursing Services, Inc.	New York	New York Secretary of State

**SCHEDULE II**

**GRANTOR INFORMATION**

<b>Grantor's Exact Legal Name</b>	<b>Jurisdiction of Incorporation</b>	<b>Taxpayer ID Number</b>	<b>Organizational ID Number</b>
Pediatric Services Holding Corporation	Delaware	26-0550349	DE-4390735
Pediatric of America, Inc. d/b/a PSA HealthCare	Georgia	58-1584862	GA-J412666
Pediatric Services of America, Inc.	Delaware	58-1873345	DE-2202269
Pediatric Home Nursing Services, Inc.	New York	13-3865349	N/A

**SCHEDULE III**

**PERFECTION CERTIFICATE**

[See Attached]

## PERFECTION CERTIFICATE

Date: as of September 10, 2010

In connection with certain loans (the "Loans") to be made to PEDIATRIC SERVICES HOLDING CORPORATION ("PSHC") and PEDIATRIC SERVICES OF AMERICA, INC. d/b/a PSA HEALTHCARE ("PSAHC," and together with PSHC, "Borrowers") by SUNTRUST BANK, in its capacity as administrative agent ("Administrative Agent") for several banks and other financial institutions and lenders (the "Lenders"), as such Loans are more specifically proposed in (and subject to the terms and conditions of) that certain commitment letter executed by Borrower and Administrative Agent dated as of August 20, 2010, the undersigned (each individually, an "Obligor" and collectively, the "Obligors") do hereby certify to Administrative Agent, for the benefit of the Lenders, and Arnall Golden Gregory LLP ("Closing Attorney") as follows:

1. PSHC is a corporation which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is: Six Concourse Parkway, Suite 1100, Atlanta, Georgia 30328.
2. Pediatric Services of America, Inc. ("PSA") is a corporation which has been organized pursuant to the laws of the State of Delaware. The address of its chief executive office is: Six Concourse Parkway, Suite 1100, Atlanta, Georgia 30328.
3. PSAHC is a corporation which has been organized pursuant to the laws of the State of Georgia. The address of its chief executive office is: Six Concourse Parkway, Suite 1100, Atlanta, Georgia 30328.
4. Pediatric Home Nursing Services, Inc. ("PHNS") is a corporation which has been organized pursuant to the laws of the State of New York. The address of its chief executive office is: Six Concourse Parkway, Suite 1100, Atlanta, Georgia 30328.
5. "Pediatric Services Holding Corporation" is the correct legal name of PSHC, as is indicated on the public record of its jurisdiction of organization.
6. "Pediatric Services of America, Inc." is the correct legal name of PSA, as is indicated on the public record of its jurisdiction of organization.
7. "Pediatric Services of America, Inc." is the correct legal name of PSAHC, as is indicated on the public record of its jurisdiction of organization.
8. "Pediatric Home Nursing Services, Inc." is the correct legal name of PHNS, as is indicated on the public record of its jurisdiction of organization.
9. Exhibit "A" hereto correctly sets forth all names and tradenames that each of the Obligors has used within the last five (5) years.
10. Exhibit "B" correctly sets forth the chief executive offices of each of the Obligors over the last five (5) years and all other locations in which tangible assets of each

of the Obligors (including inventory, equipment, books and records) have been located during such period of time.

11. Exhibit "C" correctly sets forth the name of each bank at which each of the Obligors maintains Deposit Accounts, the state of organization of each such bank, and the account numbers for each Deposit Account.
12. Exhibit "D" correctly sets forth the letters of credit under which each Obligor is a beneficiary.
13. Exhibit "E" correctly sets forth all third parties with possession of any inventory or equipment of each Obligor.
14. Exhibit "F" correctly sets forth each Obligor's mailing address.
15. If any of the Obligors own any fixtures, timber to be cut or as-extracted collateral, then such fixtures, timber to be cut or as-extracted collateral are located in the locations set forth on Exhibit "G" hereto ("Fixture Locations").
16. Each of the Obligors authorizes Lender and Closing Attorney to file UCC Financing Statements or make other appropriate filings (or, if applicable, amendments to existing filings) in the appropriate filing offices of the Fixture Locations and in an the appropriate filing offices of each their respective jurisdictions of organization in connection with the Loans describing all of the assets of each of them as collateral.

(Signatures on following page)

Obligors do hereby give this certificate to induce Administrative Agent, on behalf of the Lenders, to consummate the Loans with Borrower and may be relied upon by Administrative Agent and Closing Attorney.

PEDIATRIC SERVICES HOLDING CORPORATION

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

PEDIATRIC SERVICES OF AMERICA, INC.

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

PEDIATRIC SERVICES OF AMERICA, INC. d/b/a  
PSA HealthCare

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

PEDIATRIC HOME NURSING SERVICES, INC.

By: Opal Ferraro  
Name: Opal Ferraro  
Title: CFO

[CORPORATE SEAL]

**EXHIBIT "A"**

Names & Tradenames (used within last 5 years)

PSA Healthcare

PSA Kids

Pediatric Services of America

Pediatric Services of America, Inc. DE

Pediatric Services of America, Inc. GA

Pediatric Services Holding Corporation

Pediatric Home Nursing Services, Inc.

PSA Capital Corporation

PSA Properties Corporation

**EXHIBIT "B"**

Addresses of Chief Executive Offices  
and Locations of tangible assets and other collateral (over last 5 years)

DESCRIPTION	ADDRESS	ADDRESS	CITY	STATE	ZIP
0 CORPORATE OFFICE-Executive offices	6 CONCOURSE PARKWAY	SUITE 1100	ATLANTA	GA	30305
0 CORPORATE OFFICE-Shared Services	310 TECHNOLOGY PARKWAY		NORCROSS	GA	30092
20 BOSTON, MA - NURSING	20 MINUTEMAN WAY	SUITE 2	BROCKTON	MA	023017507
23 PITTSBURGH, PA - NURSING	1501 REEDSDALE STREET	CARDELLO BUILDING SUITE 4002	PITTSBURGH	PA	152332341
30 GREENVILLE, SC - NURSING	114 COMMONS BLVD	SUITE C	PIEDMONT	SC	296737766
39 ATLANTA, GA - NURSING	310 TECHNOLOGY PARKWAY	SUITE A	NORCROSS	GA	300922932
40 AUGUSTA, GA - NURSING	444 PARK DRIVE WEST		GROVETOWN	GA	308133216
42 BATON ROUGE, LA - NURSING	4451 BLUEBONNET BLVD	SUITE E	BATON ROUGE	LA	708095127
43 NEW ORLEANS, LA - NURSING	3525 NORTH CAUSEWAY	STE 1020	METAIRIE	LA	700023667
44 HOUSTON, TX - NURSING	6575 WEST LOOP SOUTH	STE 500	BELLAIRE	TX	77401
46 MACON, GA - NURSING	770 BACONSFIELD DRIVE	BUILDING 1 SUITE 100	MACON	GA	312111400
47 DENVER, CO - NURSING	14231 EAST 4TH AVENUE	BUILDING 1 STE 200	AURORA	CO	800118734
53 JACKSONVILLE, FL - NURSING	8659 BAYPINE RD	STE 102, BLDG. 3	JACKSONVILLE	FL	32256
56 TAMPA BAY, FL - NURSING	205 S HOOVER BLVD	SUITE 203	TAMPA	FL	336093533
60 PENSACOLA, FL - NURSING	1300 N PALAFOX STREET	Suite 101	PENSACOLA	FL	325012678
70 RALEIGH, NC - NURSING	121 EDINBURGH SOUTH	SUITE 203	CARY	NC	275116448
71 WINSTON SALEM, NC - NURSING	1386 WESTGATE CENTER DRIVE	UNITS A & B	WINSTON SALEM	NC	271033103
72 CHARLOTTE, NC - NURSING	1229 GREENWOOD CLIFF	SUITE 200	CHARLOTTE	NC	28204-2934
77 GREENVILLE, NC - NURSING	108 WEST FIRETOWER ROAD	UNIT B	WINTERVILLE	NC	285908371
131 PORT ALLEGANY, PA - NURSING	63 MAIN STREET 2ND FLOOR		PORT ALLEGANY	PA	167431369
134 BUFFALO, NY - NURSING	2250 WEHRLE DRIVE	SUITE 1	WILLIAMSVILLE	NY	142217037
140 WEST PALM BEACH, FL-THERAPY	2005 VISTA PARKWAY	SUITE 110-B	WEST PALM BEACH	FL	33411
405 NORFOLK, VA - NURSING	6330 NORTH CENTER DR	SUITE 142	NORFOLK	VA	235024008
417 DALLAS, TX - NURSING	5452 GLEN LAKES DRIVE	SUITE 101	DALLAS	TX	752514338
419 AUSTIN, TX - NURSING	14205 BURNET ROAD	SUITE 640	AUSTIN	TX	787286527
420 MELBOURNE, FL - PPEC	2210 SARNO ROAD		MELBOURNE	FL	329553083
423 DAYTONA BEACH, FL - NURSING	1110 PELICAN BAY DRIVE		DAYTONA BEACH	FL	321191381
424 MELBOURNE, FL - NURSING	2800 AURORA ROAD	SUITE E	MELBOURNE	FL	32935
700 FAYETTEVILLE, NC - NURSING	OMNI CENTRE COMPLEX BLDG H	351 WAGONER DRIVE SUITE 412	FAYETTEVILLE	NC	283126516
802 ATLANTA NORTH, GA - PPEC	2217 ROSWELL RD SUITE A-100		MARIETTA	GA	300622972
818 FT. LAUDERDALE, FL - NURSING	3115 NW 10TH TERRACE	SUITE 103	FORT LAUDERDALE	FL	333095940
821 WEST PALM BEACH, FL-PPEC	2005 VISTA PARKWAY	SUITE 110-A	WEST PALM BEACH	FL	334112719
836 ORLANDO, FL - NURSING	22 WEST LAKE BEAUTY DRIVE	SUITE 212	ORLANDO	FL	328062033
837 SPARTA, NJ - NURSING	34 B WHITE LAKE ROAD		SPARTA	NJ	078713233
864 BRIDGEPORT, CT - NURSING	999 ORONOQUE LANE		STRAITFORD	CT	06614
1630 CHICAGO SOUTH, IL - NURSING	16655 OAK PARK AVENUE		TINLEY PARK	IL	60477
1640 CHICAGO NORTH, IL - NURSING	33 W. HIGGINS RD	STE 5050	SOUTH BARRINGTON	IL	60010
1680 READING, PA - NURSING	6 HEARTHSTONE CT	SUITE 204	READING	PA	196063065
2590 SAVANNAH, GA - NURSING	37 WEST FAIRMONT AVE	UNIT 207	SAVANNAH	GA	314063455
3530 HOUSTON, TX - THERAPY	6575 WEST LOOP SOUTH	SUITE 500	BELLAIRE	TX	77401
4280 FT. MYERS, FL - NURSING	40 BARKLEY CIRCLE	SUITE #1	FT MYERS	FL	339074518
4330 VIRGINIA NORTH, VA - NURSING	7830 BACKLICK RD	SUITE 401	SPRINGFIELD	VA	221502237
4460 WEST PALM BEACH, FL NURSING	2753 VISTA PARKWAY	UNIT J-12 SECOND FLOOR	WEST PALM BEACH	FL	334112739
4490 LANCASTER, PA - NURSING	1396 HARRISBURG PIKE	UNIT 1396	LANCASTER	PA	176012613
4500 ALLENTOWN, PA - NURSING	1125 S CEDAR CREST BLVD	STE 107	ALLENTOWN	PA	181037903
4510 HARRISBURG, PA - NURSING	75 S HOUCKS ROAD	SUITE 100	HARRISBURG	PA	171092835
5100 CLEARWATER, FL - NURSING	2454 McMULLEN BOOTH ROAD	SUITE 426	CLEARWATER	FL	337591363
5120 MINNEOLA, FL - NURSING	214 E WASHINGTON STREET	STEA	MINNEOLA	FL	34715
5130 ASHEVILLE, NC - NURSING	38 ROSSCRAIGOOD ROAD	STEG	ASHVEVILLE	NC	28803
5151 PHILADELPHIA, PA - NURSING	261 OLD YORK ROAD	SUITE 820 A	JENKINTOWN	PA	190463706
5160 WORCESTER, MA - NURSING	415 BOSTON TURNPIKE	SUITE 211	SHREWSBURY	MA	015453446
5170 HARTFORD, CT - NURSING	999 ORONOQUE LANE		STRAITFORD	CT	06614
5530 MCALLEN, TX - NURSING	909 E ESPERANZA AVENUE		MCALLEN	TX	78501
5540 CORPUS CHRISTI, TX - NURSING	4659 EVERHART ROAD	SUITE 207	CORPUS CHRISTI	TX	78411
5541 CORPUS CHRISTI, TX - THERAPY	4659 EVERHART ROAD	SUITE 207	CORPUS CHRISTI	TX	78411
7351 VANCOUVER, WA - NURSING	2700 NE ANDRESEN RD	SUITE D-28	VANCOUVER	WA	986617347
7401 LONGVIEW, WA - NURSING	2145 TIBBETTS DRIVE		LONGVIEW	WA	986324211
7421 LONGVIEW, WA (SWAA) - NURSING	2145 TIBBETTS DRIVE		LONGVIEW	WA	986324211
7460 TACOMA, WA - NURSING	2145 TIBBETTS DRIVE		LONGVIEW	WA	986324211
7610 MACON, GA - PPEC	770 BACONSFIELD DR BLDG 1	STE 100	MACON	GA	312111400
7630 AUGUSTA, GA - PPEC	444 PARK WEST DR		GROVETOWN	GA	308133216
7640 ATLANTA SOUTH, GA - PPEC	2314 SULLIVAN RD SUITE 150		COLLEGE PARK	GA	303376306
7701 PORTLAND, OR - NURSING	8600 SW SALISH LANE	SUITE 8	WILSONVILLE	OR	97070
8501 SACRAMENTO, CA - NURSING	1401 EL CAMINO AVENUE	SUITE 520	SACRAMENTO	CA	958152700

In addition, medical records and some business records are stored at various Iron Mountain and other third party records storage facilities.



**EXHIBIT "C"**

**Deposit Accounts**

<b>Bank</b>	<b>Bank's State of Organization</b>	<b>Account Name</b>	<b>Account Number</b>
<i>Corporate Accounts</i>			
Wachovia	NC	PSA Concentration Account	2000016394300
Wachovia	NC	PSA Master Account	2080000266545
Wachovia	NC	PSA Flex Ben Reimb	2000016394290
Wachovia	NC	PSA Payroll Account	2080000682653
Wachovia	NC	Property Tax Account	2080000690373
Wachovia	NC	PSA Accounts Payable	2079930000824
Wachovia	NC	PSA Operating	2000036086407
Wachovia	NC	PSA Government Deposit	2000044790455
Wachovia	NC	Investment Acct Statement	78304
Wachovia	NC	Summary	78304
Ironstone	NC	Savings	9061703536
Ironstone	NC	Checking	9061873033
Ironstone	NC	Merchant Statement	3948000270006080
<i>Imprest Accounts</i>			
Wachovia	NC	PSA Allentown, PA Nursing Imprest - 4500	200 0015 361 541
Wachovia	NC	PSA Atlanta South PPEC- 7640	200 0048 313 508
Wachovia	NC	PSA Augusta (Grovetown) Nursing Imprest -2580	200 0002 009 609
Wachovia	NC	PSA Augusta (Grovetown) GA PPEC - 7630	200 0015 154 046
Wachovia	NC	PSA Baton Rouge Nursing Imprest - 2610	200 0002 009 858
Wachovia	NC	PSA Brockton Nursing Imprest - 4160	200 0002 009 874
Wachovia	NC	PSA Charlotte Nursing Imprest - 4040	200 0002 009 900
Wachovia	NC	PSA Corpus Christi TX PDN Imprest - 5540	200 0035 262 840
Wachovia	NC	PSA Dallas Nursing Imprest - 4170	200 0002 009 942
Wachovia	NC	PSA Daytona Beach Nursing Imprest - 4230	209 0002 239 515
Wachovia	NC	PSA Denver (Aurora) Nursing Imprest - 3550	200 0002 009 984
Wachovia	NC	PSA Edinburg (McAllen) TX PDN Imprest - 5530	200 0035 262 837
Wachovia	NC	PSA Fairfield (Stratford) Nursing Imprest - 7170	200 0002 010 067
Wachovia	NC	PSA Fayetteville, NC Nursing - 4480	200 0010 015 876
Wachovia	NC	PSA Ft Myers Nursing Imprest - 4280	200 0010 016 765
Wachovia	NC	PSA Ft. Lauderdale Nursing Imprest - 0010	208 0000 549 961
Wachovia	NC	PSA Harrisburg, PA Nursing Imprest - 4510	200 0015 361 554
Wachovia	NC	PSA Herndon (Springfield) Nursing Imprest - 4330	200 0013 825 539
Wachovia	NC	PSA Houston (Bellaire) Nursing Imprest - 3530	200 0002 010 148
Wachovia	NC	PSA Jacksonville Nursing Imprest - 4090	200 0002 010 164
Wachovia	NC	PSA Jenkintown Nursing Imprest - 5151	203 0000 274 228
Wachovia	NC	PSA Kids Medical Center PPEC Imprest - 0040	209 0002 550 689
Wachovia	NC	PSA Longview Nursing Imprest - 7401	200 0002 009 557
Wachovia	NC	PSA Macon Nursing Imprest - 2650	200 0001 979 536

Wachovia	NC	PSA Macon GA PPEC Imprest - 7610	200 0025 192 357
		PSA Marietta PPEC Center	
Wachovia	NC	Tender Healthcare Imprest - 7650	200 0001 979 549
Wachovia	NC	PSA Melbourne PPEC Center Imprest - 4200	200 0001 979 552
Wachovia	NC	PSA Morrisville (Cary) Nursing Imprest - 4010	200 0002 009 285
Wachovia	NC	PSA Newton, NJ Nursing Imprest - 7200	203 0000 603 336
Wachovia	NC	PSA Norcross Nursing Imprest - 2520	200 0002 009 311
Wachovia	NC	PSA Norfolk, VA Nursing Imprest - 4350	200 0021 647 945
Wachovia	NC	PSA Oaklawn, IL Nursing Imprest - 1630	200 0033 148 186
Wachovia	NC	PSA Orlando Nursing Imprest - 4140	200 0002 009 337
Wachovia	NC	PSA Pensacola Nursing Imprest - 7110	200 0002 009 340
Wachovia	NC	PSA Piedmont, SC Nursing Imprest - 4060	200 0002 010 122
Wachovia	NC	PSA Plainville, CT PDN - 5170	200 0035 261 919
Wachovia	NC	PSA Pittsburgh Nursing Imprest - 7180	200 0007 804 427
Wachovia	NC	PSA Portland (West Linn) - 7701	200 0007 802 238
Wachovia	NC	PSA Port Allegany, PA Nursing Imprest - 1310	200 0002 010 025
Wachovia	NC	PSA Round Rock Nursing Imprest - 4190	200 0002 009 845
Wachovia	NC	PSA Sacramento Nursing Imprest - 8501	200 0002 009 560
Wachovia	NC	PSA Savannah, GA Nursing Imprest - 2590	200 0014 406 342
Wachovia	NC	PSA Schaumburg, IL Nursing Imprest - 1640	200 0033 148 209
Wachovia	NC	PSA Shrewsbury, MA PDN - 5160	200 0035 261 896
Wachovia	NC	PSA St Rose Nursing Imprest - 2620	200 0002 009 450
Wachovia	NC	PSA Tacoma, WA Imprest-7460	200 0041 505 083
Wachovia	NC	PSA Vancouver, WA Nursing Imprest - 7351	200 0015 361 538
Wachovia	NC	PSA West Melbourne, FL Nursing Imprest - 4240	209 0002 812 880
Wachovia	NC	PSA Williamsville, NY Nursing Imprest - 1300	200 0002 009 489
Wachovia	NC	PSA Winston Salem Imprest - 4030	200 0002 009 531
Wachovia	NC	PSA Winterville Nursing (Greenville) Imprest - 4050	200 0002 010 119

Note: Wachovia is now owned by Wells Fargo and its state of organization is California.

**EXHIBIT "D"**

Letters of Credit

None.

**EXHIBIT "E"**

Third Parties in Possession of Inventory or Equipment

None of the Obligors have any inventory or equipment in the possession of third parties. PSAHC has some printed forms costing approximately \$30,000.00 that are stored at the printer Brandon's in Norcross, GA.

**EXHIBIT "F"**

Mailing Addresses

The mailing address for all Obligors is:

Six Concourse Parkway  
Suite 1100  
Atlanta, GA 30328

**EXHIBIT "G"**

Fixture Locations

None.

**SCHEDULE IV**

**INTELLECTUAL PROPERTY**

**Copyrights**

<b>Owner</b>	<b>Description</b>	<b>Registration/Application Number</b>	<b>Registration/Application Date</b>
None.			

**Patents**

<b>Owner</b>	<b>Title</b>	<b>Patent/Patent Application Number</b>	<b>Issue/Filing Date</b>
None.			

**Trademarks**

<b>Owner</b>	<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Pediatric Services of America, Inc. (Delaware Corporation)	Word Mark – PSA - Includes Picture of Bear with Stethoscope Holding Toy	Serial No.: 76657032	December 16, 2008
Pediatric Services of America, Inc. (Delaware Corporation)	Word Mark – PSA – PSA Lettering Only	Serial No.: 76657034	March 22, 2006
Pediatric Services of America, Inc. (Delaware Corporation)	Standard Character Mark – PSA Home Healthcare	Serial No.: 76657035	March 22, 2006
Pediatric Services of America, Inc. (Delaware Corporation)	Word Mark – PSA Healthcare Caring for Kids – Includes Black Outline of Bear with White Heart in Center – No Claim Made for Exclusive Right to Use “Healthcare and Caring for Kids”	Serial No.: 77633728	December 16, 2008

**EXHIBIT A TO THE  
SECURITY AGREEMENT**

THIS SUPPLEMENT TO SECURITY AGREEMENT (this "Supplement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is executed by [NAME OF NEW GRANTOR - IN ALL CAPS], a [State] [Entity] (the "New Grantor"), in favor of SUNTRUST BANK, as Administrative Agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated September 17, 2010, by and among Pediatric Services Holding Corporation, a Delaware corporation ("PSHC"), Pediatric Services of America, Inc., a Georgia corporation d/b/a PSA HealthCare ("PSAHC") (PSHC and PSAHC are each individually a "Borrower", and collectively the "Borrowers"), the Lenders, and SunTrust Bank, as Administrative Agent, and as Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Terms used herein but not defined herein shall have the meaning defined for those terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrowers, and certain Subsidiaries of Borrowers (the "Grantors") are parties to that certain Security Agreement, dated as of September 17, 2010, by and among the Grantors in favor Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted security interests to Administrative Agent, for itself and the benefit of the Secured Parties; and

WHEREAS, the Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit to Borrowers on the terms and conditions contained in the Credit Agreement; and

WHEREAS, it is a condition precedent to the continued extension of the Loans and the continued issuance of Letters of Credit under the Credit Agreement that the New Grantor grant to Administrative Agent a security interest in all of its Collateral to secure the obligations of the New Grantor under the Subsidiary Guaranty Agreement and all other Loan Documents to which it is a party, and the New Grantor wishes to fulfill said condition precedent;

NOW, THEREFORE, in consideration of the premises and in order to ensure the compliance with the Credit Agreement, the New Grantor hereby agrees as follows:

**SECTION 1. Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, the New Grantor hereby pledges, assigns, hypothecates, sets over and conveys to Administrative Agent on its behalf and on behalf of the Secured Parties and grants to Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of its rights in and to all Collateral now or hereafter owned or acquired by such New Grantor or in which such New Grantor now has or hereafter has or acquires any rights, and wherever located.

**SECTION 2. Joinder; Authorization of Filings.** In accordance with Section 22 of the



Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In addition to and not in limitation of the agreements, representations and warranties made by New Grantor in the preceding sentence, New Grantor authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of the New Grantor", "all personal property of the New Grantor" or words of similar effect, in such jurisdictions as Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by the New Grantor hereunder. Each reference to a Grantor in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

**SECTION 3. Schedules.** The New Grantor shall complete and attach hereto the schedules required under the Security Agreement, specifically, Schedule I, setting forth the offices in which UCC financing statements must be filed, Schedule II, setting forth New Grantor's jurisdiction of incorporation, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of New Grantor's jurisdiction of organization which shows such Grantor to be organized, and Schedule III, setting forth the Perfection Certificate as completed by the New Grantor. Schedules I, II and III of the Security Agreement shall be deemed amended by and shall incorporate from the date hereof Schedules I, II and III hereto.

**SECTION 4. Representations and Warranties.** The New Grantor represents and warrants to Administrative Agent and the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and that each of this Supplement and the Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

**SECTION 5. Binding Effect.** This Supplement shall become effective when it shall have been executed by the New Grantor and thereafter shall be binding upon the New Grantor and shall inure to the benefit of Administrative Agent and the Lenders. Upon the effectiveness of this Supplement, this Supplement shall be deemed to be a part of and shall be subject to all the terms and conditions of the Security Agreement. The New Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

**SECTION 6. Governing Law.** THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF GEORGIA.

**SECTION 7. Execution in Counterparts.** This Supplement may be executed in any number of 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.

**SECTION 8. Notices to New Grantor.** All communications and notices hereunder shall be in writing and given as provided in Section 15 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below, with a copy to Borrowers' Agent.

(Signature on following page)

IN WITNESS WHEREOF, the New Grantor has duly executed this Supplement to the Security Agreement as of the day and year first above written.

**[NAME OF NEW GRANTOR]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[CORPORATE SEAL]**

Address: \_\_\_\_\_

\_\_\_\_\_