

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpecialtyCare, Inc.		06/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	315 Deaderick Street, Seventh Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37238		
Entity Type:	Alabama banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4126471	SPECIALTYCARE UNIVERSITY SC - 2010 - INTEGRITY · RESPECT · TEAMWORK CLINICAL EXCELLENCE · LEADERSHIP · STEWARDSHIP	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	02532.015006		
NAME OF SUBMITTER:	Karen Osborne		

Signature:	//Karen Osborne//
Date:	06/22/2012
Total Attachments: 6 source=Trademark Security Agreement SpecialtyCare, Inc.)#page1.tif source=Trademark Security Agreement SpecialtyCare, Inc.)#page2.tif source=Trademark Security Agreement SpecialtyCare, Inc.)#page3.tif source=Trademark Security Agreement SpecialtyCare, Inc.)#page4.tif source=Trademark Security Agreement SpecialtyCare, Inc.)#page5.tif source=Trademark Security Agreement SpecialtyCare, Inc.)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2012, is made by SPECIALTYCARE, INC., a Delaware corporation (the "Grantor"), in favor of REGIONS BANK ("Regions") in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 31, 2012 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, SpecialtyCare Cardiovascular Resources Holdings, Inc., a Delaware corporation (together with Grantor, the "Borrowers"), SpecialtyCare Holdings, LLC, a Delaware limited liability company, the other signatories thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Collateral Agreement in favor of the Agent, dated as of May 18, 2011 (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Guarantor Obligations (as defined therein); and

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any Trademark Licenses to the extent that such grant of a security interest is Excluded Property or in any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, further, that notwithstanding the foregoing, a security interest shall be, and is hereby granted in, (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the parties hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby, and provisions for the termination of this Security Agreement and release of the Liens created hereby, are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

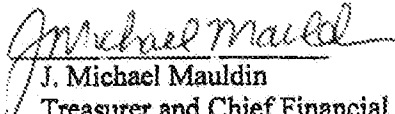
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SpecialtyCare, Inc., as Grantor

By: 
J. Michael Mauldin
Treasurer and Chief Financial
Officer

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SpecialtyCare, Inc., as Grantor

By: _____
J. Michael Mauldin
Treasurer and Chief Financial
Officer

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK
as Agent

By: Helen C. Hartz
Name: Helen C. Hartz
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SpecialtyCare, Inc.	SPECIALTYCARE UNIVERSITY SC 2010 INTEGRITY RESPECT TEAMWORK CLINICAL EXCELLENCE LEADERSHIP STEWARDSHIP (and Design)**	No. 4,126,471	April 10, 2012