

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		07/16/2007	National Association:
RECEIVING PARTY DATA			
Name:	Spheris Operations, LLC		
Street Address:	9009 Carothers Parkway		
Internal Address:	Suite C-3		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1883084	HEALTHSCRIBE	
Registration Number:	2471716	HEALTHSCRIBE	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert I. Brewer		
Address Line 1:	315 Deaderick Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37238		
ATTORNEY DOCKET NUMBER:	110173-125		
NAME OF SUBMITTER:	Robert L. Brewer		

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Signature:	/Robert L. Brewer/
Date:	08/16/2007
Total Attachments: 4 source=JPMorgan Release - Healthscribe#page1.tif source=JPMorgan Release - Healthscribe#page2.tif source=JPMorgan Release - Healthscribe#page3.tif source=JPMorgan Release - Healthscribe#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 16, 2007, from JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to SPHERIS OPERATIONS, LLC, a Tennessee limited liability company ("Releasee") and successor-in-interest to the Trademarks of HEALTHSCRIBE, INC., a Delaware corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 5, 2004 and supplemented on December 22, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of December 22, 2004, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 18, 2005, at Reel 3032 and Frame 0587;

WHEREAS, pursuant to an assignment agreement, dated as of June 28, 2007, the Obligor assigned to the Releasee all of the Obligor's right, title and interest in the Trademarks listed on Schedule A hereto, which assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on June 29, 2007 at Reel 3571, Frame 0422; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of August __, 2007.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Stephanie Parker
Name: **Stephanie Parker**
Title: **Executive Director**

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this th 13 day of August, 2007, before me personally appeared
Stephanie Parket to me known who, being by me duly sworn, did depose and say that
he/she is Executive Director of JPMORGAN CHASE BANK, N.A., described herein
and which executed the foregoing instrument, and that he/she signed his/her name thereto
pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Edeline C. Adderley
Notary Public

(Affix Seal Below)

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD5079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
HEALTHSCRIBE & Design	2,471,716
HEALTHSCRIBE	1,883,084