

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SH Healthcare Merger Company		11/09/2004	CORPORATION: DELAWARE
SH Holdings Merger Company		11/09/2004	CORPORATION: DELAWARE
Comprehensive Pain Medicine, Inc		11/09/2004	CORPORATION: FLORIDA
Drs. Ellis, Rojas, Ross & Debs, Inc.		11/09/2004	CORPORATION: FLORIDA
Gynecologic Oncology Associates, Inc.		11/09/2004	CORPORATION: FLORIDA
Interventional Rehabilitation of South Florida, Inc.		11/09/2004	CORPORATION: FLORIDA
Jaime J. Rodriguez, M.D., Inc.		11/09/2004	CORPORATION: FLORIDA
New Generations Babee Bag, Inc.	Sheridan New Generations, Inc.	11/09/2004	CORPORATION: FLORIDA
Northwest Florida Anesthesia Consultants, Inc.		11/09/2004	CORPORATION: FLORIDA
Parity Healthcare, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Children's Healthcare Services of New Mexico, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Children's Healthcare Services of Virginia, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Children's Healthcare Services, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Clinical Research, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Emergency Physician Services of Louisiana, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Emergency Physician Services, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Healthcare of Louisiana, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Healthcare of West Florida, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Healthcorp, Inc.		11/09/2004	CORPORATION: FLORIDA
Tiva Healthcare, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare Holdings, Inc.		11/09/2004	CORPORATION: DELAWARE
Sheridan Healthcare of West Virginia, Inc.		11/09/2004	CORPORATION: WEST VIRGINIA

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All Women's Healthcare of Dade, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of Plantation, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of Sawgrass, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of South Broward, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of South Florida, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of Sunrise, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of West Broward, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare of Weston and Pines, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare Services, Inc.		11/09/2004	CORPORATION: FLORIDA
All Women's Healthcare, Inc.		11/09/2004	CORPORATION: FLORIDA
Discovery Clinical Research, Inc.		11/09/2004	CORPORATION: FLORIDA
Surgery Specialists of Broward, Inc.		11/09/2004	CORPORATION: FLORIDA
Surgery Specialists of South Broward, Inc.		11/09/2004	CORPORATION: FLORIDA
Sheridan Healthcare of Colorado, P.C.		11/09/2004	Professional Corporation: COLORADO
Sheridan Healthcare of Connecticut, P.C.		11/09/2004	Professional Corporation: CONNECTICUT
Sheridan Healthcare of North Texas, P.A.		11/09/2004	Professional Association: TEXAS
Sheridan Healthcare of Texas, P.A.		11/09/2004	Professional Association: TEXAS
Sheridan Children's Healthcare Services of North Carolina, P.A.		11/09/2004	Professional Association: NORTH CAROLINA
Sheridan Children's Healthcare Services of Pennsylvania, P.C.		11/09/2004	Professional Corporation: PENNSYLVANIA
North Texas Perinatal Associates, P.A.		11/09/2004	Professional Association: TEXAS
Interventioanl Rehabilitation of Arkansas, P.A.		11/09/2004	CORPORATION: ARKANSAS
Sheridan Anesthesia Services fo Maryland, P.C.		11/09/2004	CORPORATION: MARYLAND
Sheridan Healthcare of Arkansas, P.A.		11/09/2004	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	74685599	SHERIDAN HEALTHCORP
Serial Number:	74685598	SHERIDAN HEALTHCARE
Serial Number:	75245592	SHERIDAN CHILDREN'S HEALTHCARE SERVICES
Serial Number:	75231740	SCHS SHERIDAN CHILDREN'S HEALTHCARE SERVICES

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Lowell Dashefsky
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/494
NAME OF SUBMITTER:	James H. Lik

Total Attachments: 10
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated November 9, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A. ("*Bank of America*"), as collateral agent (the "*Collateral Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Sheridan Healthcare, Inc., a Delaware corporation, and Sheridan Holdings, Inc., a Delaware corporation, have entered into a Second Lien Credit Agreement dated as of November 9, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Administrative Agent, Bank of America, as Collateral Agent, the Lenders party thereto and certain others. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated November 9, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, in order to secure the obligations under the Credit Agreement, the Grantors are concurrently granting to Bank of America, N.A. as first lien collateral agent, for the benefit of the first lien lenders, a first priority lien and security interest in the Collateral, it being understood that the relative rights and priorities of the grantees in respect of the Collateral Agent are governed by the Intercreditor Agreement (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the second lien collateral agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of November 9, 2004 (as amended, modified or supplemented from time to time in accordance with the terms thereof (the “*Intercreditor Agreement*”) among SH Healthcare Merger Company, SH Holdings Merger Company, Bank of America, N.A., as First Lien Administrative Agent and First Lien Collateral Agent, and Bank of America, N.A., as Second Lien Administrative Agent and Second Lien Collateral Agent.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

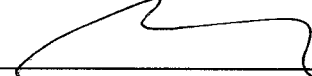
BORROWER:

SH HEALTHCARE MERGER COMPANY

By: 
Name: Mark Tricolti, Vice President

PARENT BORROWER:

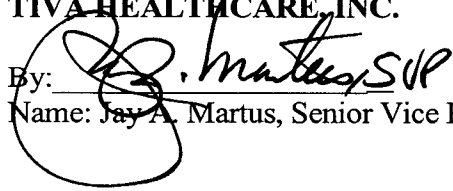
SH HOLDINGS MERGER COMPANY

By: 
Name: Mark Tricolti, Vice President

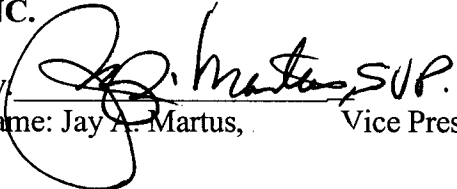
GUARANTORS:

**COMPREHENSIVE PAIN MEDICINE, INC.
DRS. ELLIS, ROJAS, ROSS & DEBS, INC.
GYNECOLOGIC ONCOLOGY ASSOCIATES, INC.
INTERVENTIONAL REHABILITATION OF SOUTH
FLORIDA, INC.
JAIME J. RODRIGUEZ, M.D., INC.
NEW GENERATIONS BABEE BAG, INC. (F/K/A
SHERIDAN NEW GENERATIONS, INC.)
NORTHWEST FLORIDA ANESTHESIA
CONSULTANTS, INC.
PARITY HEALTHCARE, INC.
SHERIDAN CHILDREN'S HEALTHCARE
SERVICES OF NEW MEXICO, INC.
SHERIDAN CHILDREN'S HEALTHCARE SERVICES
OF VIRGINIA, INC.
SHERIDAN CHILDREN'S HEALTHCARE
SERVICES, INC.
SHERIDAN CLINICAL RESEARCH, INC.
SHERIDAN EMERGENCY PHYSICIAN SERVICES
OF LOUISIANA, INC.
SHERIDAN EMERGENCY PHYSICIAN SERVICES,
INC.
SHERIDAN HEALTHCARE OF LOUISIANA, INC.
SHERIDAN HEALTHCARE OF WEST FLORIDA,
INC.
SHERIDAN HEALTHCARE OF WEST VIRGINIA,
INC.
SHERIDAN HEALTHCORP, INC.
TIVA HEALTHCARE, INC.**

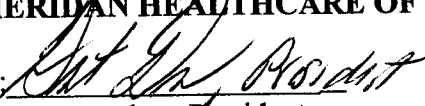
By:


Name: Jay A. Martus, Senior Vice President

**ALL WOMEN'S HEALTHCARE HOLDINGS, INC.
ALL WOMEN'S HEALTHCARE OF DADE, INC.
ALL WOMEN'S HEALTHCARE OF PLANTATION,
INC.
ALL WOMEN'S HEALTHCARE OF SAWGRASS,
INC.
ALL WOMEN'S HEALTHCARE OF SOUTH
BROWARD, INC.
ALL WOMEN'S HEALTHCARE OF SOUTH
FLORIDA, INC.
ALL WOMEN'S HEALTHCARE OF SUNRISE, INC.
ALL WOMEN'S HEALTHCARE OF WEST
BROWARD, INC.
ALL WOMEN'S HEALTHCARE OF WESTON AND
PINES, INC.
ALL WOMEN'S HEALTHCARE SERVICES, INC.
ALL WOMEN'S HEALTHCARE, INC.
DISCOVERY CLINICAL RESEARCH, INC.
SURGERY SPECIALISTS OF BROWARD, INC.
SURGERY SPECIALISTS OF SOUTH BROWARD,
INC.**

By 
Name: Jay A. Martus, Vice President

**SHERIDAN HEALTHCARE OF COLORADO, P.C.
SHERIDAN HEALTHCARE OF CONNECTICUT, P.C.
SHERIDAN HEALTHCARE OF NORTH TEXAS, P.A.
SHERIDAN HEALTHCARE OF TEXAS, P.A.
SHERIDAN CHILDREN'S HEALTHCARE SERVICES
OF NORTH CAROLINA, P.A.
SHERIDAN CHILDREN'S HEALTHCARE SERVICES
OF PENNSYLVANIA, P.C.
NORTH TEXAS PERINATAL ASSOCIATES, P.A.
INTERVENTIONAL REHABILITATION OF
ARKANSAS, P.A.
SHERIDAN ANESTHESIA SERVICES OF
MARYLAND, P.C.
SHERIDAN HEALTHCARE OF ARKANSAS, P.A.**

By: 
Gilbert Drozdow, President

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

<u>Grantor</u>	<u>Domain Name/Trademark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Sheridan Healthcorp, Inc.	Sheridan Healthcorp	USPTO	Service Mark	1978280	74685599	6/7/95	6/4/96
Sheridan Healthcare, Inc.	Sheridan Healthcare	USPTO	Service Mark	2103891	74685598	6/7/95	10/7/97
Sheridan Children's Healthcare Services, Inc.	Sheridan Children's Healthcare Services	USPTO	Service Mark	2190451	75245592	1/28/97	9/22/98
Sheridan Children's Healthcare Services, Inc	SCHS	USPTO	Service Mark	2188892	75231740	1/27/97	9/15/98

SCHEDULE C

Copyrights

None.