

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccessMed, Inc.		09/29/2006	CORPORATION: KANSAS
Oncology Rx Care Advantage, LP		09/29/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. as Collateral Agent		
Street Address:	270 Park Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2723675	ACCESSMED	
Registration Number:	2496318	ACCESSMED	
Serial Number:	78811413	ONCOLOGYRX CARE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	368642		

CH \$90.00 2723675

NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	10/05/2006
Total Attachments: 7 source=368642#page1.tif source=368642#page2.tif source=368642#page3.tif source=368642#page4.tif source=368642#page5.tif source=368642#page6.tif source=368642#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AccessMed, Inc. KS
Oncology Rx Care Advantage, LP DE

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent
Internal
Address: _____

Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 9/29/06

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington State DC Zip: 20005

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)


DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maya Wolfson

Name of Person Signing


Signature

10/4/06

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2006, among ACCESSMED, INC., ONCOLOGY RX CARE ADVANTAGE, LP (together with AccessMed, Inc., the "Subsidiary Loan Parties") and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of August 20, 2004, as amended as of December 23, 2005, and September 29, 2006 (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among US Oncology Holdings, Inc. ("Holdings"), the Borrower, the Lenders party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 20, 2004, as amended as of March 17, 2005, November 15, 2005, and July 10, 2006 (as further amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). Each of the Subsidiary Loan Parties will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to further extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each of the Subsidiary Loan Parties, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Loan Party or in which such Subsidiary Loan Party now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each of the Subsidiary Loan Parties hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACCESSMED, INC.,

by

A handwritten signature in black ink, appearing to read 'B. Broussard', written over a horizontal line.

Name: Bruce D. Broussard

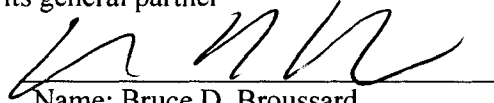
Title: Vice President

[[2618906]]

TRADEMARK
REEL: 003402 FRAME: 0951

ONCOLOGY RX CARE ADVANTAGE,
LP,

by: US Oncology Corporate, Inc.,
its general partner

A handwritten signature in black ink, appearing to read 'B. Broussard', written over a horizontal line.

Name: Bruce D. Broussard
Title: Vice President

[[2618906]]

TRADEMARK
REEL: 003402 FRAME: 0952

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Barbara R. Marks

Name:

Title:

BARBARA R. MARKS
VICE PRESIDENT

[[2618906]]

TRADEMARK
REEL: 003402 FRAME: 0953

Schedule I

TRADEMARK/TRADE NAMES

U.S. Trademark Registrations

<u>Subsidiary Loan Party</u>	<u>Mark</u>	<u>Expiration Date</u>	<u>Registration No.</u>
AccessMed, Inc.	Service Mark - international classes 35 and 36	June 10, 2013	2,723,675
AccessMed, Inc.	Service Mark - international class 36	October 9, 2011	2,496,318

U.S. Trademark Applications

<u>Subsidiary Loan Party</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Oncology Rx Care Advantage, LP	US Service Mark Application	February 9, 2006	78/811,413