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
Bank of America, N.A., as Collateral Agent		06/15/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	Sheridan Healthcare, Inc.	
Street Address:	1613 North Harrison Parkway	
Internal Address:	Suite 200	
City:	Sunrise	
State/Country:	FLORIDA	
Postal Code:	33323	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3221885	SHERIDAN CHILDREN'S HEALTHCARE SERVICES
Registration Number:	3221886	SCHS SHERIDAN CHILDREN'S HEALTHCARE SERVICES

CORRESPONDENCE DATA

Fax Number: (212)822-5423

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-530-5000

Email: jnici@milbank.com

Correspondent Name: Milbank, Tweed, Hadley

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Rm. 4640

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	28490-26800
NAME OF SUBMITTER:	Janis Nici

TRADEMARK

REEL: 003619 FRAME: 0111

900086646

Signature:	/janis nici/
Date:	09/12/2007
Total Attachments: 4 source=release#page1.tif source=release#page2.tif source=release#page3.tif source=release#page4.tif	

TRADEMARK REEL: 003619 FRAME: 0112

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of June <u>15</u>, 2007, from Bank of America, N.A, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Security Agreement, dated as of October 6, 2006, made by Sheridan Healthcare, Inc., Sheridan Holdings, Inc., and the subsidiary guarantors (the "Grantors") 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, under the terms of the Second Lien Security Agreement and as a condition thereof, the Grantors executed a Notice of Grant of Security Interest, dated as of October 6, 2006, which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 7, 2006, at Reel 3439 and Frame 0352; 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. <u>Definitions</u>. 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.
- 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. <u>Further Assurances</u>. 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.

041945-0071-11596-PaloAlto.2116456.1

06/15/07 9:27 AM

TRADEMARK
REEL: 003619 FRAME: 0113

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bank of America, N.A.

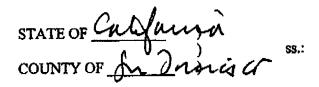
By: __ Name:

Charles D. Graber

Title:

. Vice President

06/14/07 11:21 AM



On this U day of June, 2007, before me personally appeared

Charle Cahre to me known who, being by me duly sworn, did depose and say that he/she is Vice President of Bank of America, 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 Bank of America, N.A.

Notary Public

(Affix Seal Below)



06/14/07 11:21 AM

Schedule A

U.S. Trademark Applications

None

U.S. Trademark Registrations

Trademark	Registration Number
SHERIDAN CHILDREN'S HEALTHCARE SERVICES	3,221,885
SCHS SHERIDAN CHILDREN'S HEALTHCARE SERVICES	3,221,886

041945-0071-11596-PaloAlto.2116456.1

RECORDED: 09/12/2007

06/15/07 9:27 AM