

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
Sheridan Healthcare, Inc.		06/15/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc., as collateral agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5000		
Email:	jnici@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
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		
Signature:	/janis nici/		

CH \$65.00 3221885

Date:

09/12/2007

Total Attachments: 8

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SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Second-Lien IP Security Agreement"), dated as of June 15, 2007, among the Persons listed on the signature pages hereof (collectively, the "Grantors"), and LEHMAN COMMERCIAL PAPER INC., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second-Lien Security Agreement, dated as of June 15, 2007 (the "Second-Lien Security Agreement"), among SUNBEAM ACQUISITION CORP., a Delaware corporation ("Merger Sub"), which on the Closing Date shall be merged with and into SHERIDAN HOLDINGS, INC., a Delaware corporation (the "Company"), with the Company surviving such merger as the parent borrower (the "Parent Borrower"), and SUNBEAM ASSET LLC, a Delaware limited liability company ("Sunbeam Assets" and, together with the Parent Borrower, each a "Borrower" and, collectively, the "Borrowers"), each of the subsidiaries of the Borrowers listed on Schedule 1 thereto (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with the Borrowers, collectively, the "Grantors"), and LEHMAN COMMERCIAL PAPER INC., as collateral agent for the Secured Parties (as defined below) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Second-Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4 (d) of the Second-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Second-Lien IP Security Agreement for recording the Security Interest granted under the Second-Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Second-Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent

or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Second-Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Second-Lien IP Security Agreement has been entered into in conjunction with the provisions of the Second-Lien 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. In the event of any conflict between the terms of this Second-Lien IP Security Agreement and the terms of the Second-Lien Security Agreement, the terms of the Second-Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Second-Lien IP Security Agreement may be executed by one or more of the parties to this Second-Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (*e.g.*, a “PDF” or “TIFF”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SECOND-LIEN IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Second-Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second-Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Second-Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Parent Borrower at the Parent Borrower’s address set forth in Section 11.2 of the Second-Lien Credit Agreement.

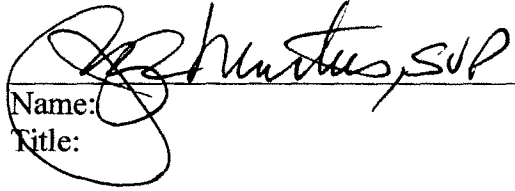
SECTION 9. Expenses. Subject to Section 11.5 of the Second-Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Second-Lien IP Security Agreement,

including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Second-Lien IP Security Agreement as of the day and year first above written.

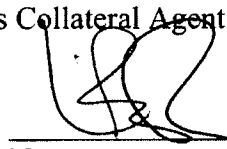
SHERIDAN HEALTHCARE, INC.

By:


Name: _____
Title: _____

LEHMAN BROTHERS COMMERCIAL PAPER
INC., as Collateral Agent

By:



Name:

Title:

Laurie Perper

Senior Vice President

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
Sheridan Healthcare, Inc.	Sheridan Children's Healthcare Services	3221885	78759501
Sheridan Healthcare, Inc.	SCHS	3221886	78759539

SCHEDULE B TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

None.

SCHEDULE C TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

None.