

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
US Oncology Holdings, Inc.		08/26/2009	CORPORATION: DELAWARE
US Oncology, Inc.		08/26/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	as Collateral Agent: GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2958001	SELECTPLUS ONCOLOGY	
<b>Registration Number:</b>	2973047	SELECTPLUS ONCOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	228198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0565		
<b>NAME OF SUBMITTER:</b>	Frances B. Cutajar		

OP \$65.00 2958001

Signature:	/Frances B. Cutajar/
Date:	08/31/2009
Total Attachments: 9 source=DBUSOncologyTM4#page1.tif source=DBUSOncologyTM4#page2.tif source=DBUSOncologyTM4#page3.tif source=DBUSOncologyTM4#page4.tif source=DBUSOncologyTM4#page5.tif source=DBUSOncologyTM4#page6.tif source=DBUSOncologyTM4#page7.tif source=DBUSOncologyTM4#page8.tif source=DBUSOncologyTM4#page9.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 26, 2009, among US ONCOLOGY HOLDINGS, INC. ("Holdings"), a Delaware corporation, US ONCOLOGY, INC. (the "Borrower"), a Delaware corporation, the Subsidiaries of the Borrower identified in Annex A hereto (the "Subsidiary Guarantors", and together with Holdings and the Borrower, each a "Grantor" and collectively, the "Grantors") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the subsidiaries of the Borrower named therein and the Collateral Agent. Holdings, the Borrower and Deutsche Bank Trust Company Americas have entered into the Credit Agreement dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent, and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties are affiliates of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

The Subsidiary Guarantors are affiliates of the Borrower and, together with the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to 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 Grantor, 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 Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all registered 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 Grantor 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. General

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

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

(d) Terms Generally. In the event of any conflict between the terms of this Agreement and the Security Agreement, the provisions of the Security Agreement will govern and control.

*[Remainder of page intentionally left blank]*

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

US ONCOLOGY HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Michael A. Sicuro  
Title: Chief Financial Officer &  
Executive Vice President

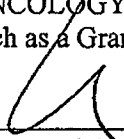
US ONCOLOGY, INC.

By: \_\_\_\_\_  
Name: Michael A. Sicuro  
Title: Chief Financial Officer &  
Executive Vice President

*signature page to US Oncology Trademark Security Agreement*

ACCESSMED HOLDINGS, LLC,  
ACCESSMED, LLC,  
AOR HOLDING COMPANY OF INDIANA, LLC,  
AOR MANAGEMENT COMPANY OF ARIZONA, LLC,  
AOR MANAGEMENT COMPANY OF INDIANA, LLC,  
AOR MANAGEMENT COMPANY OF MISSOURI, LLC,  
AOR MANAGEMENT COMPANY OF OKLAHOMA, LLC,  
AOR MANAGEMENT COMPANY OF PENNSYLVANIA, LLC,  
AOR MANAGEMENT COMPANY OF VIRGINIA, LLC,  
AOR OF TEXAS MANAGEMENT, LLC,  
AOR REAL ESTATE, LLC,  
AOR SYNTHETIC REAL ESTATE, LLC,  
AORT HOLDING COMPANY, INC.,  
GREENVILLE RADIATION CARE, INC.,  
INNOVENT ONCOLOGY, LLC,  
IOWA PHARMACEUTICAL SERVICES, LLC,  
NEBRASKA PHARMACEUTICAL SERVICES, LLC,  
NEW MEXICO PHARMACEUTICAL SERVICES, LLC,  
NORTH CAROLINA PHARMACEUTICAL SERVICES, LLC,  
PHYSICIAN RELIANCE, LLC,  
PHYSICIAN RELIANCE NETWORK, LLC,  
RMCC CANCER CENTER, LLC,  
SELECTPLUS ONCOLOGY, LLC,  
ST. LOUIS PHARMACEUTICAL SERVICES, LLC,  
TEXAS PHARMACEUTICAL SERVICES, LLC,  
TOPS PHARMACY SERVICES, INC.,  
UNITY ONCOLOGY, LLC,  
US ONCOLOGY CLINICAL DEVELOPMENT, LLC,  
US ONCOLOGY CORPORATE, INC.,  
US ONCOLOGY PHARMACEUTICAL SERVICES, LLC,  
US ONCOLOGY REIMBURSEMENT SOLUTIONS, LLC,  
US ONCOLOGY RESEARCH, LLC,


each as a Grantor

By:   
Name: Michael A. Sieuro  
Title: Vice President & Treasurer

*signature page to US Oncology Trademark Security Agreement*

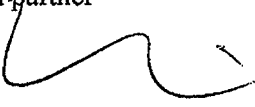
AOR OF INDIANA MANAGEMENT PARTNERSHIP,  
as a Grantor

By: AOR Management Company of Indiana, LLC,  
its general partner

By:   
Name: Michael A. Sicuro  
Title: Vice President & Treasurer

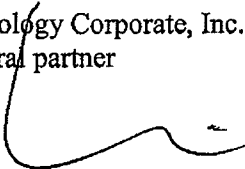
*and*

By: AOR Holding Company of Indiana, LLC,  
its general partner

By:   
Name: Michael A. Sicuro  
Title: Vice President & Treasurer

ONCOLOGY RX CARE ADVANTAGE, LP,  
ONCOLOGY TODAY, LP,  
US ONCOLOGY INTEGRATED SOLUTIONS, LP,  
US ONCOLOGY SPECIALTY, LP,  
each as a Grantor

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

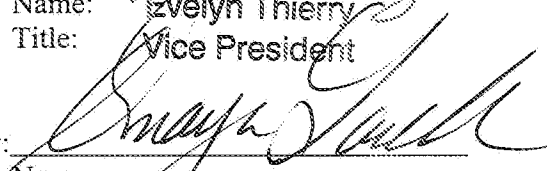
By:   
Name: Michael A. Sicuro  
Title: Vice President & Treasurer

*signature page to US Oncology Trademark Security Agreement*



DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent


By:   
Name: Evelyn Thierry  
Title: Vice President

By:   
Name: Omayra Laucella  
Title: Vice President

## Annex A

### Subsidiary Guarantors

AccessMED Holdings, LLC  
AccessMED, LLC  
AOR Holding Company of Indiana, LLC  
AOR Management Company of Arizona, LLC  
AOR Management Company of Indiana, LLC  
AOR Management Company of Missouri, LLC  
AOR Management Company of Oklahoma, LLC  
AOR Management Company of Pennsylvania, LLC  
AOR Management Company of Virginia, LLC  
AOR of Indiana Management Partnership  
AOR of Texas Management, LLC  
AOR Real Estate, LLC  
AOR Synthetic Real Estate, LLC  
AORT Holding Company, Inc.  
Greenville Radiation Care, Inc.  
Innovent Oncology, LLC  
Iowa Pharmaceutical Services, LLC  
Nebraska Pharmaceutical Services, LLC  
New Mexico Pharmaceutical Services, LLC  
North Carolina Pharmaceutical Services, LLC  
Oncology Rx Care Advantage, LP  
Oncology Today, LP  
Physician Reliance Network, LLC  
Physician Reliance, LLC  
RMCC Cancer Center, LLC  
SelectPlus Oncology, LLC  
St. Louis Pharmaceutical Services, LLC  
Texas Pharmaceutical Services, LLC  
TOPS Pharmacy Services, Inc.  
Unity Oncology, LLC  
US Oncology Clinical Development, LLC  
US Oncology Corporate, Inc.  
US Oncology Integrated Solutions, LP  
US Oncology Pharmaceutical Services, LLC  
US Oncology Reimbursement Solutions, LLC  
US Oncology Research, LLC  
US Oncology Specialty, LP

<u>Registered Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SelectPlus Oncology, LLC	SELECTPLUS ONCOLOGY ®	May 31, 2005	2958001
SelectPlus Oncology, LLC		July 19, 2005	2973047