

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
Lehman Commercial Paper Inc.		05/01/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
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:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35100		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$65.00 3221885

Date:

11/06/2009

Total Attachments: 6

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SECOND-LIEN INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This SECOND-LIEN INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT dated as of November 2, 2009 (this "IP Assignment Agreement") is made by Lehman Commercial Paper Inc. ("Lehman") and Credit Suisse, as successor collateral agent for the benefit of the Lenders ("Credit Suisse").

WHEREAS, reference is made to that certain Second-Lien Security Agreement dated as of June 15, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given therein) by and among Sheridan Healthcare, Inc. ("Sheridan"), Lehman, in its capacity as collateral agent (the "Collateral Agent"), and the other parties thereto;

WHEREAS, pursuant to the Security Agreement, Sheridan granted to the Collateral Agent, for the benefit of the Lenders, a security interest in all right, title or interest in or to all of its Intellectual Property, including those Trademarks listed on Schedule I hereto and proceeds of any and all the foregoing (the "Assigned Intellectual Property"); and

WHEREAS, the security interest in the Trademarks granted pursuant to the Security Agreement by Sheridan to the Collateral Agent, for the benefit of the Lenders, was recorded with the U.S. Patent and Trademark Office on September 12, 2007 at Reel/Frame No. 3619 / 0158;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Lehman hereby irrevocably, absolutely and unconditionally assigns to Credit Suisse without recourse and without any representation or warranty of any kind, nature or description, and Credit Suisse hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Security Agreement with respect to the Assigned Intellectual Property (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this IP Assignment Agreement shall be the date of execution by all parties (the "Effective Date"). Following the execution of this IP Assignment Agreement, it will be delivered to Credit Suisse for recording by Credit Suisse with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the Second-Lien Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of the date hereof (the "Appointment Agreement"), (a) Credit Suisse shall, to the extent provided in this IP Assignment Agreement, have the rights and obligations of the Collateral Agent under the Security Agreement with respect to the Assigned Intellectual Property and (b) Lehman shall, to the extent provided in this IP Assignment Agreement and the Appointment Agreement,

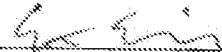
relinquish its rights and be released from its obligations under the Security Agreement with respect to the Assigned Intellectual Property.

This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC.,
as Assignor


By:  _____

Name: Steve Shirreffs
Title: Authorized Signatory

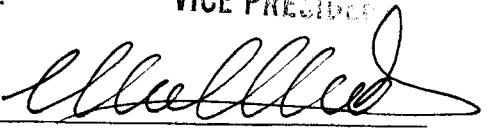
[Second-Lien -- IP Assignment Agreement]

Accepted:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH
as Assignee

By: 

Name: KARIM BHATT
Title: VICE PRESIDENT

By: 

Name: ILYA IVASHKOV
Title: ASSOCIATE

[Second-Lien – IP Assignment Agreement]

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION

UNITED STATES TRADEMARKS:

Registrations:

<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