

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		12/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MANAGEMENT LLC, as Second Lien Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3597892	NATIONAL HEALING	
Registration Number:	2932570		
Registration Number:	3214350	NATIONAL HEALING INSTITUTE	
Registration Number:	2915885	WOUND HEALING PERSPECTIVES	
Registration Number:	2913806	WOUNDPATH	
Registration Number:	3738189	BAMBOO	
Serial Number:	85286615	WOUNDTELLIGENT	
Registration Number:	2369341	MILLENNIUM	
Registration Number:	2250269	WOUND CARE MATTERS	
Registration Number:	1539202	SECHRIST	
Serial Number:	85382246	H.E.R.O.	
Serial Number:	85383737	H.E.R.O. - HYPERBARIC ELECTRONIC RECORDS ORGANIZER	
Serial Number:	85378773	WOUNDSTAR	

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Serial Number:	85378757	WOUNDSTAR
Serial Number:	85333907	INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES, INC.
Serial Number:	85332796	INTEGRATED WOUND SPECIALISTS
Registration Number:	3490844	DIVERSIFIED CLINICAL SERVICES
Serial Number:	77955232	WOUND CARE MATTERS
Registration Number:	3483569	DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES.
Registration Number:	3661389	I-HEAL
Registration Number:	2122321	FOOTSENSE
Registration Number:	2009399	WOUND CARE CENTER

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/066
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/05/2012

Total Attachments: 5
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER THE GRANT OF SECURITY INTEREST IN TRADEMARKS

ASSIGNMENT dated as of December 13, 2011, from JEFFERIES FINANCE LLC, as Second Lien Agent for the Secured Parties (in such capacity as Second Lien Agent, the “Existing Agent”), to GOLUB CAPITAL MANAGEMENT LLC, as the successor Second Lien Agent for the Secured Parties effective as of the date hereof (together with its successors and assigns, the “Second Lien Agent”). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Second Lien Guarantee and Collateral Agreement (as such term is defined in the Trademark Agreements as defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Grant of Security Interest in Trademarks, dated as of November 30, 2011 by Medical Multiplex, Inc. in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 4671, Frame 0533, (ii) that certain Grant of Security Interest in Trademarks, dated as of November 30, 2011 by Diversified Clinical Services, Inc. in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 4671, Frame 0437, (iii) that certain Grant of Security Interest in Trademarks, dated as of November 30, 2011 by CHS Services, Inc. in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 4671, Frame 0584, (iv) that certain Grant of Security Interest in Trademarks, dated as of November 30, 2011 by Sechrist Industries, Inc. in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 4671, Frame 0158, and (v) that certain Grant of Security Interest in Trademarks, dated as of November 30, 2011 by National Healing Corporation in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 4671, Frame 0458 (collectively, the “Trademark Agreements”), each Grantor granted a security interest to the Existing Agent in certain Trademark Collateral including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Second Lien Agent under the Credit Agreement, the Second Lien Guarantee and Collateral Agreement and the other Loan Documents to the Second Lien Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademarks” shall have the meaning ascribed to it in the Second Lien Guarantee and Collateral Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Agreements, including those respecting the Trademarks and any Trademark applications and registrations, to the Second Lien Agent.

3. Further Assurances. Subject to the terms of that certain Administrative Agent Resignation Agreement – Second Lien Term Loan Facility, dated as of December 13, 2011, the Existing 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 this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

JEFFERIES FINANCE LLC

By:



Name: E. Joseph Hess

Title: Managing Director

EXHIBIT 1

Trademarks

Owner	Mark	App. or Reg. Number	App. or Reg. Date	Jurisdiction
National Healing Corporation	National Healing Service Mark	3,597,892	3/31/2009	U.S.
National Healing Corporation	National Healing Corporation Service Mark – stylized embraced design (icon)	2,932,570	3/15/2005	U.S.
National Healing Corporation	National Healing Institute Service Mark	3,214,350	2/27/2007	U.S.
National Healing Corporation	Wound Healing Perspectives	2,915,885	1/4/2005	U.S.
National Healing Corporation	Woundpath Service Mark	2,913,806	12/21/2004	U.S.
Medical Multiplex, Inc.	Bamboo Service Mark	3,738,189	1/12/2010	U.S.
National Healing Corporation	WOUNDTELLIGENT	85/286,615	4/5/2011	U.S.
Sechrist Industries, Inc.	MILLENNIUM	2,369,341	7/18/2000	U.S.
Sechrist Industries, Inc.	WOUND CARE MATTERS	2,250,269	6/1/1999	U.S.
Sechrist Industries, Inc.	SECHRIST (and Design)	1,539,202	5/16/1989	U.S.
Sechrist Industries, Inc.	H.E.R.O.	85/382246	7/27/2011	U.S.
Sechrist Industries, Inc.	H.E.R.O. - Hyperbaric Electronic Records Organizer	85/383737	7/28/2011	U.S.
Diversified Clinical Services, Inc.	WOUNDSTAR	85/378,773	7/22/2011	U.S.
Diversified Clinical Services, Inc.	WOUNDSTAR	85/378,757	7/22/2011	U.S.
Diversified Clinical Services, Inc.	INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES, INC. (&	85/333,907	5/31/2011	U.S.

	Design)			
Diversified Clinical Services, Inc.	INTEGRATED WOUND SPECIALISTS	85/332,796	5/27/2011	U.S.
Diversified Clinical Services, Inc.	DIVERSIFIED CLINICAL SERVICES	3,490,844	6/9/2008	U.S.
Diversified Clinical Services, Inc.	WOUND CARE MATTERS	77/955,232	3/10/2010	U.S.
Diversified Clinical Services, Inc.	DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES. (& Design)	3,483,569	5/27/2008	U.S.
Diversified Clinical Services, Inc.	I-HEAL	3,661,389	12/18/2007	U.S.
CHS Services, Inc.	FOOTSENSE	2,122,321	12/16/1997	U.S.
CHS Services, Inc.	WOUND CARE CENTER	2,009,399	10/22/1996	U.S.