

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SHERIDAN HEALTHCARE, INC.		06/29/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

<b>PROPERTY NUMBERS Total: 14</b>		
Property Type	Number	Word Mark
Registration Number:	3582444	SHERIDAN HEALTHCARE
Registration Number:	3632476	SHERIDAN
Registration Number:	3628136	SHERIDAN
Registration Number:	3221885	SHERIDAN CHILDREN'S HEALTHCARE SERVICES
Registration Number:	3221886	SCHS SHERIDAN CHILDREN'S HEALTHCARE SERVICES
Registration Number:	3938824	PREMIEHR NEONATOLOGY SERVICES
Registration Number:	4015454	PREMIEHR
Registration Number:	3938825	PREMIEHR NEONATOLOGY SERVICES
Serial Number:	85419177	CARE WRITEHR
Serial Number:	85419165	CARE WRITEHR
Serial Number:	85543829	KAIZENOLOGY THE SCIENCE OF IMPROVEMENT
Serial Number:	85543826	KAIZENOLOGY
Serial Number:	85620939	KAIZENOLOGY
Serial Number:	85621869	THE CLINICAL PRACTICE OF LEAN

OP \$365.00 3582444

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-370-4750

Email: jknoll@nationalcorp.com

Correspondent Name: JOANNA KNOLL

Address Line 1: 1100 G ST NW, SUITE 420

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F140202
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	07/13/2012
<b>Total Attachments: 6</b> source=2nd Lien IPSA Trademark Form Cover Sheet#page2.tif source=2nd Lien IPSA Trademark Form Cover Sheet#page3.tif source=2nd Lien IPSA Trademark Form Cover Sheet#page4.tif source=2nd Lien IPSA Trademark Form Cover Sheet#page5.tif source=2nd Lien IPSA Trademark Form Cover Sheet#page6.tif source=2nd Lien IPSA Trademark Form Cover Sheet#page7.tif	

## SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of June 29, 2012, among the Person listed on the signature pages hereof (the “Grantor”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Second-Lien 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 29, 2012 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the “Second-Lien Security Agreement”), among SUNBEAM INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”; as hereinafter further defined), SHERIDAN HOLDINGS, INC., a Delaware corporation (the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and, together with Holdings and the Borrower, collectively, the “Grantors”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Second-Lien Secured Parties (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(e) of the Second-Lien Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Second-Lien Security Agreement to the Collateral Agent in such Grantor’s U.S. 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 U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Second-Lien 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 (collectively, the “Collateral”).

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

SECTION 3. Recordation. 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 IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second-Lien Security Agreement. 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 Second-Lien 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 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 IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS 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 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.

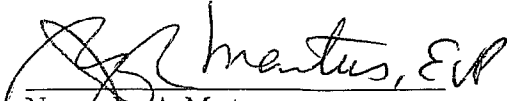
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Second-Lien Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Second-Lien Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Second-Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second-Lien Agreement, Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

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

SHERIDAN HEALTHCARE, INC.,  
as the Grantor

By:


  
Name: Jay A. Martus  
Title: Executive Vice President

*[Signature Page to Second-Lien IP Security Agreement]*

**TRADEMARK**  
**REEL: 004820 FRAME: 0341**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

By:   
Name: John D. Toronto  
Title: Managing Director

By:   
Name: VIPUL DHADDA  
Title: ASSOCIATE

SCHEDULE A TO THE  
SECOND-LIEN INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Grantor	Trademark	Application Number	Registration Date	Registration Number
Sheridan Healthcare, Inc.	SHERIDAN HEALTHCARE	77/389,255	3/9/09	3582444
Sheridan Healthcare, Inc.	 SHERIDAN	77/389,254	6/2/09	3632476
Sheridan Healthcare, Inc.	 SHERIDAN	77/396,341	5/26/09	3628136
Sheridan Healthcare, Inc.	SHERIDAN CHILDREN'S HEALTHCARE SERVICES	78/759,501	5/27/08	3221885
Sheridan Healthcare, Inc.	 SHERIDAN CHILDREN'S HEALTHCARE SERVICES	78/759,539	5/27/08	3221886
Sheridan Healthcare, Inc.	 Neonatology Services	77/900,386	3/29/11	3938824
Sheridan Healthcare, Inc.	PREMIEHR	85/217,116	8/23/2011	4015454
Sheridan Healthcare, Inc.	PREMIEHR NEONATOLOGY SERVICES	77/900,388	3/29/2011	3938825
Sheridan Healthcare, Inc.		85/419,177	Pending	Pending
Sheridan Healthcare, Inc.	CARE WritEHR	85/419,165	Pending	Pending
Sheridan Healthcare, Inc.		85/543,829	Pending	Pending
Sheridan Healthcare, Inc.	KAIZENOLOGY	85/543,826	Pending	Pending
Sheridan Healthcare, Inc.		85/620,939	Pending	Pending

EXECUTION COPY

Sheridan Healthcare, Inc.	THE CLINICAL PRACTICE OF LEAN	85/621,869	Pending	Pending
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