900228219 07/13/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN			
ISLANDS BRANCH, AS		06/29/2012	BANK: SWITZERLAND
COLLATERAL AGENT			

RECEIVING PARTY DATA

Name:	SHERIDAN HEALTHCARE, INC.
Street Address:	1613 NORTH HARRISON PARKWAY
Internal Address:	SUITE 200
City:	SUNRISE
State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	CORPORATION: DELAWARE

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: 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

TRADEMARK
REEL: 004820 FRAME: 0528

\$65,00 3221

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NAME OF SUBMITTER:	Karen S. Cottrell	
Signature:	/Karen S. Cottrell/	
Date:	07/13/2012	
Total Attachments: 4 source=2nd Lien 2009 Trademark Release Form Cover Sheet#page2.tif source=2nd Lien 2009 Trademark Release Form Cover Sheet#page3.tif source=2nd Lien 2009 Trademark Release Form Cover Sheet#page4.tif source=2nd Lien 2009 Trademark Release Form Cover Sheet#page5.tif		

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EXECUTION COPY

Release of Security Interest in Trademarks

June 29, 2012

WHEREAS, Sheridan Holdings, Inc., certain of its subsidiaries and Credit Suisse AG, Cayman Islands Branch ("Credit Suisse", as successor to Lehman Commercial Paper, Inc. ("Lehman")), in its capacity as Collateral Agent for the Secured Parties (as each term is defined in the Second-Lien Security Agreement (as defined below)), entered into that certain Second-Lien Security Agreement dated as of June 15, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second-Lien Security Agreement");

WHEREAS, pursuant to the Second-Lien Security Agreement, Lehman and Sheridan Healthcare, Inc. (the "Assignee") entered into that certain Second-Lien Intellectual Property Security Agreement dated June 15, 2007 and recorded with the United States Patent and Trademark Office on September 12, 2007 on Reel No. 003619, Frame 0158 (the "Second-Lien IP Security Agreement");

WHEREAS, under the Second-Lien IP Security Agreement, the Assignee granted to Lehman a security interest in certain Collateral (as defined in the Second-Lien IP Security Agreement), including those items set forth on <u>Schedule</u> 1 hereto (the "**Released Collateral**");

WHEREAS, Lehman and Credit Suisse entered into that certain Second-Lien Intellectual Property Assignment Agreement dated November 2, 2009 and recorded with the Untied States Patent and Trademark Office on November 5, 2009 on Reel No. 004092, Frame 0050, pursuant to which Lehman assigned its security interest in the Released Collateral to Credit Suisse; and

WHEREAS, Credit Suisse desires to release the security interest granted by the Assignee under the Second-Lien IP Security Agreement in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit Suisse, as Collateral Agent for the Secured Parties, does hereby unconditionally, irrevocably and absolutely terminate, release, extinguish and forever discharge the security interest granted under the Second-Lien IP Security Agreement in the Released Collateral, together with all of the goodwill of the business connected with the use of, or symbolized by, such Released Collateral, and hereby unconditionally, irrevocably and absolutely assigns, transfers and conveys to the Assignee all right, title and interest of Credit Suisse in, to and under such Released Collateral and such goodwill granted under the Second-Lien IP Security Agreement. This Release of Security Interest in Trademarks shall be binding upon Credit Suisse's legal representatives, assigns and successors and upon the Secured Parties. Credit

(NY) 08014/799/SECURITY/2009 Second Lien Trademark Release.doc

Suisse also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Collateral.

IN WITNESS WHEREOF, Credit Suisse has caused this Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By:

Name: Title:

John D. Toronto Managing Director

By:

Name: Title:

VIPUL DHADD. ASSOCIATE

[Signature Page to Second-Lien Trademark Release of 2009 TM]

Schedule 1

Sheridan Healthcare, Inc.

TRADEMARKS

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

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RECORDED: 07/13/2012

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