

MRO 6-18-99

FORM PTO-1594
(Rev. 6-93)

RI

06-18-1999



OMB No. 0651-0011 (exp. 4/9)

R SHEET
LYU.S. DEPARTMENT OF
Patent and Trademark

Tab settings

101070034

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
American Medical Laboratories, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State VA
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

April 7, 1999

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe StreetCity: Chicago State: IL Zip: 60661

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation State _____
☐ Other _____

If assignee is not domiciled in the United States, a
designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)
75-457116B. Trademark Registration
1,389,500 1,434,301 1,411,771 1,746,221Additional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NWSuite 101City: Washington Stat DC ZIP 200046. Total number of applications and
registrations

5

7. Total fee (37 CFR 3.41) \$ 140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/17/1999 MTHAI1 00000129 1389500

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 100.00 OPTo the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy
of the original document.Nancy A. Butler
Name of PersonNancy Butler
Signature6/7/99
Date

Total number of pages including cover sheet, attachments, and

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

WHEREAS, AMERICAN MEDICAL LABORATORIES INC., a Virginia corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of April 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 7, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

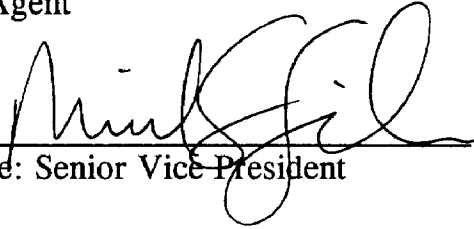
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

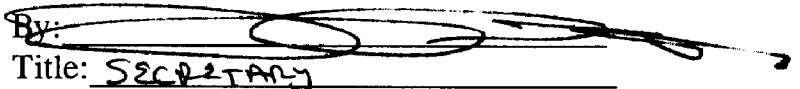
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 7th day of April, 1999.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: 
Title: Senior Vice President

**AMERICAN MEDICAL
LABORATORIES, INC.**

By: 
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

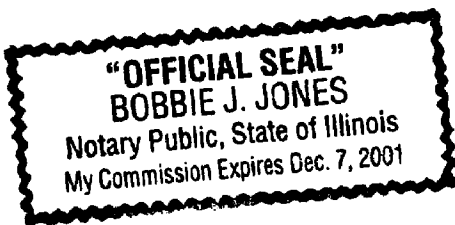
On the 7th day of April, 1999 before me personally appeared JERROLD L. GLICK to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as SECRETARY of American Medical Laboratories, Inc., a Virginia corporation, who being by me duly sworn, did depose and say that he is SECRETARY of American Medical Laboratories, Inc., a Virginia corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Bobbie J. Jones
Notary Public

{Seal}

My commission expires:

12/7/2001



Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Shield	1,389,500	April 8, 1986
American Medical Laboratories, Inc.	1,434,301	March 24, 1987
AML	1,411,771	September 30, 1986
AML	1,746,221	January 12,

TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION DATE</u>	<u>SERIAL NO.</u>
AML underscored by a line [letters are blue, underscore is red]	March 25, 1998	75-457116

TRADEMARK LICENSES

None.