

05-09-2003

Form PTO-1594 (Rev. 10/02) 5-8-03 RECC TF OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102444330

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

LABONE, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Kansas Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination and Release of Security Agreement

Execution Date: 04/28/2003

2. Name and address of receiving party(ies)

Name: ESP EMPLOYMENT SCREENING PARTNERS, INC.

Internal Address:

Street Address: 5900 Wilshire Blvd., 22nd Fl.

City: Los Angeles State: CA Zip: 90036

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,448,491 and 2,503,215

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott R. Miller, Esq.

Internal Address: Riordan & McKinzie

Street Address: 300 South Grand Avenue 29th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Scott R. Miller, Esq. Name of Person Signing

[Signature] Signature

5/5/03 Date

Total number of pages including cover sheet, attachments, and document: 12

05/09/2003 TBIAZ1 00000623 2448491

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

01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

TRADEMARK REEL: 002728 FRAME: 0942

TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (hereinafter referred to as the "Release") made as of the 28th day of April, 2003, by LABONE, Inc., a Missouri corporation, with an office at 10101 Renner Boulevard, Lenexa, Kansas 66219, as grantee (in such capacity, the "Grantee") under (as defined in) that certain Credit Agreement dated September 26, 2002, in favor of ESP EMPLOYMENT SCREENING PARTNERS, INC., a Delaware corporation, with its office at 5900 Wilshire Boulevard, 22nd Floor, Los Angeles, California 90036 (hereinafter referred to as the "Company").

The Company and the Grantee are parties to that certain Trademark Security Agreement ("Security Agreement"), dated September 26, 2002, which was recorded in the United States Patent and Trademark Office on October 11, 2002, at Reel 2560, Frame 0954, attached hereto as Exhibit A.

WHEREAS, the Grantee wishes to release, retransfer and reassign to the Company, without representation or warranty, all of the Grantee's right, title and interest in and to the Trademarks identified in Schedule 1 attached hereto (the "Marks") and the goodwill associated therewith, including without limitation all interest recorded in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantee hereby releases, retransfers and reassigns to the Company, without representation or warranty, all of the Grantee's right, title and interest in and to the Marks and the goodwill associated therewith.

IN WITNESS WHEREOF, the Grantee has executed this Termination and Release of Trademark Security Agreement as of this 28th day of April, 2003.

LABONE, INC.
a Missouri corporation


By: 
Name: John W. McCann
Title: Exec VP & CFO

EXHIBIT A

Released Trademarks

Trademark	Country	Serial Number	Registration Number
EREADER	US	75/643,431	2,448,491
ESCREEN	US	75/643,430	2,503,215

Oct-11-02 08:19am From-STINSON MORRISON HECKER

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T-888 P.02/08 F-420

Form PTO-1584

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

ESP Employment Screening Partners, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 28, 2002

2. Name and address of receiving party(ies)

Name: LabOne, Inc.

Internal Address:

Street Address: 10101 Renner Blvd.

City: Lenexa State: KS Zip: 66219

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Missouri
- Other

If assignee is not domiciled in the United States, a domestic representative 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,448,491 2,603,216

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy J. Feathers

Internal Address: Stinson Morrison Hecker LLP

Street Address: 1201 Walnut, Suite 2800

City: Kansas City State: Missouri Zip: 64108-2150

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$: 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4409

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

DO NOT USE THIS SPACE

9. Statement and signature.

To 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.

Timothy J. Feathers
Name of Person Signing


Signature

10/10/2002
Date

Total number of pages including cover sheet, attachments, and documents

5

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

1)TMD005 (88494) 700018846

TRADEMARK
REEL: 002560 FRAME: 0964

TRADEMARK
REEL: 002728 FRAME: 0945

11-02 09:38am From-STINSON MORRISON HECKER

T-883 P.03/08 F-420

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 26, 2002, is between ESP EMPLOYMENT SCREENING PARTNERS, INC., a Delaware corporation (herein referred to as "Grantor"), and LABONE, INC. (herein referred to as "Grantee").

WHEREAS, Grantor owns the Marks (as hereafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and Grantee are parties to an Unlimited Continuing Guaranty of even date herewith (the "Guaranty") pursuant to which Grantor guaranteed to Grantee timely payment and performance of the Indebtedness owed by eScreen, Inc. and eScreen General Partnership (the "Debtors") to Grantee under a Credit Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, in order to secure payment of the Indebtedness and Grantor's obligations under the Guaranty, Grantor desires to grant to Grantee a security interest in all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof, in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

TRADEMARK
REEL: 002560 FRAME: 0955

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11-02 08:13am From-STINSON MORRISON HECKER

T-563 P.04/08 F-420

Grantor agrees that upon the occurrence of an Event of Default, Grantee may exercise all rights of a secured party under applicable law, including, without limitation, foreclosure of Grantee's security interest in the Trademark Collateral.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Trademark Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which (a) the Note has been finally paid in full, and (b) no trade debt owed by Debtors to Secured Party remains outstanding and unpaid for more than thirty (30) days after invoice date.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Indebtedness, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Indebtedness, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Indebtedness shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned thereto under the Credit Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26th day of September, 2002.

ESP EMPLOYMENT SCREENING PARTNERS, INC.

By: [Signature]
Name (print): ROBERT D THOMPSON
Title: CEO

Acknowledged:

LABONE, INC.

By: [Signature]
Joseph C. Bonage
Executive Vice President and General Counsel

MAR 14 '03 15:45

FROM

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PAGE.005

11-02 09:14am From-STINSON MORRISON HECKER

T-883 P.05/06 F-420

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 21st day of September, 2002, before me personally came Robert D. Thompson to me personally known to be the person described in and who executed the foregoing instrument as CEO of ESP Employment Screening Partners, Inc, a Delaware corporation, vho being by me duly sworn, did depose and say that he is the CEO of ESP Employment Screening Partners, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation's seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors and Shareholders; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Stella L. Oldham
Notary Public

My commission expires:

STELLA L. OLDHAM
Notary Public - State of Missouri
Commission Expires July 2, 2005

TRADEMARK
REEL: 002560 FRAME: 0967~

TRADEMARK
REEL: 002728 FRAME: 0948

1-02 08:14am From-STINSON MORRISON HECKER

T-583 P.08/08 F-420

SCHEDULE I

Trademarks Issues

<u>Mark</u>	<u>Registration/Serial</u>	<u>Registration Date/ Filing Date</u>
EREADER	2448491	May 1, 2001
ESCREEN	2503215	October 30, 2001