

REC

12-12-2003

SHEET

U.S. DEPARTMENT OF
Patent and Trademark

12-12-03

Tab settings

To the Honorable Commissioner of Patents

102621547

ached original documents or copy thereof.

1. Name of conveying party(ies):
LABORATORY TOPS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation DE
☐ Other

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

3. Nature of conveyance:

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

December 4, 2003

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address : 311 South Wacker Drive, Ste 6400

City: Chicago State: IL 60606

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation State DE

☐ 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)
- NONE -

B. Trademark Registration

2235141 1994281 2617028 2237557 2373593
2231257 2167477 2562137

Additional numbers attached? NO

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

Name: Rebecca L. Ramstrom

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and
registrations 8

7. Total fee (37 CFR) \$ 215.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

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
of the original document.

Rebecca L. Ramstrom

Name of Person

Rebecca L. Ramstrom
Signature

10/09/03

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 4, 2003 is between **LABORATORY TOPS, INC.**, a Delaware corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, 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, as Borrower, has entered into a Credit Agreement dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Credit Agreement") with Grantee and the Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and 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, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

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 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

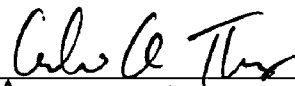
any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark 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 and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in 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.

[remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 4th day of December, 2003.

LABORATORY TOPS, INC., a Delaware corporation

By: 
Name: Andrew A. Thomas
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Chester R. Zara
Title: Director

U.S. TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>REG. NO.</u> | <u>DATE</u> |
|--|-----------------|--------------------|
| LABCORRAL | 2235141 | March 23, 1999 |
| LABORATORY TOPS, INC. | 1994281 | October 20, 2001 |
| LABTOPS ENHANCED EPOXY RESIN PRODUCTS | 2617028 | September 10, 2002 |
| CLASSIC TOP | 2237557 | April 6, 1999 |
| SOLTRA | 2373593 | August 1, 2000 |
| DROPIN | 2231257 | March 9, 1999 |
| LABTOPS | 2167477 | June 23, 1998 |
| (DESIGN ONLY) | 2562137 | April 16, 2002 |

FOREIGN TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>COUNTRY</u> | <u>REG. NO.</u> | <u>DATE</u> |
|-------------------|----------------|-----------------|-------------|
| Contouratop | United Kingdom | 2123639 | 2/13/97 |
| LABTOPS/ LAB-TOPS | United Kingdom | 2123641 | 2/13/97 |

U.S. TRADEMARK APPLICATIONS

none

FOREIGN TRADEMARK APPLICATIONS

| <u>MARK</u> | <u>COUNTRY</u> | <u>REG. NO.</u> | <u>DATE</u> |
|----------------|----------------|-----------------|-------------|
| CONTOURA | China | 3463540 | 2/21/03 |
| COUNTOURA TOPS | China | 3463539 | 2/21/03 |

| | | | |
|------------------|-------|---------|---------|
| LABTOPS | China | 3463548 | 2/21/03 |
| LABTOPS & Design | China | 3502482 | 3/21/03 |
| LABORATORY TOPS | China | 3463549 | 2/21/03 |

TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date of Agreement</u> |
|--------------------------|----------------|--------------------------|
|--------------------------|----------------|--------------------------|

none

Trademark Security Agreement

RECORDED: 12/12/2003

**TRADEMARK
REEL: 002878 FRAME: 0768**