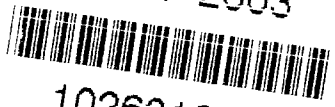


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 12-18-03 TestAmerica Environmental Microbiology Laboratory, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies) Name: The Prudential Insurance Company of America, as Collateral Agent Internal Address: c/o Prudential Capital Group Street Address: 1170 Peachtree St., Ste. 500 City: Atlanta State: GA Zip: 10036 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other New Jersey Mutual Insurance Company 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

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: December 8, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78142807, 78232964 & 78317263 B. Trademark Registration No.(s) None Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Nicole M. Pappa Internal Address: Bingham McCutchen LLP Street Address: One State Street City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number:

12/23/2003 BYRNE 00000091 78142807 01 FC:8521 40.00 OP 02 FC:8522 50.00 OP

DO NOT USE THIS SPACE

Nicole M. Pappa Name of Person Signing

Nicole Pappa Signature

12/15/2003 Date

30

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

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

TRADEMARK REEL: 002884 FRAME: 0800

**CONTINUATION OF RECORDATION FORM COVER SHEET**

2. Name of conveying party(ies)

American Home Laboratories, Inc.

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation

Other \_\_\_\_\_

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

**TRADEMARK COLLATERAL**  
**SECURITY AND PLEDGE AGREEMENT**

Dated as of December 8, 2003

By and among

TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.,  
AMERICAN HOME LABORATORIES, INC.

and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,  
as Collateral Agent

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**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

THIS TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (as amended from time to time, this "Trademark Agreement"), dated as of December 8, 2003, is by and among TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC., a California corporation (together with its successors and assigns, "EMLab"), and AMERICAN HOME LABORATORIES, INC., a California corporation (together with its successors and assigns, "American Home", and together with EMLab, collectively, the "Assignor"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as collateral agent (hereinafter, in such capacity and together with its successors and assigns as permitted under the Securities Purchase Agreement (as defined below), the "Collateral Agent") for THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (together, with its successors and assigns, "Prudential", and together with the Collateral Agent and the holders from time to time of Senior Notes, collectively the "Secured Parties").

WHEREAS, pursuant to that certain Senior Assumption and Joinder Agreement (the "Joinder Agreement") dated as of the date hereof, EMLab has become obligated as a Note Issuer (hereinafter defined) under (a) that certain Securities Purchase Agreement dated as of January 3, 2003 by and among TestAmerica Environmental Services LLC, a Delaware limited liability company ("TestAmerica Environmental"), TestAmerica Analytical Testing Corp., a Delaware corporation ("TestAmerica Analytical"), TestAmerica Air Emission Corp., a Delaware corporation ("TestAmerica Air"), TestAmerica Drilling Corp., a Delaware corporation ("TestAmerica Drilling" and together with TestAmerica Environmental, TestAmerica Analytical, TestAmerica Air and each of respective successors and assigns, collectively, the "Original Issuers"), Prudential, the Collateral Agent and various other parties signatory thereto which has been amended and supplemented by the that certain Supplemental Securities Purchase Agreement and Senior Omnibus Amendment No. 1 (the "First Supplemental Agreement") dated as of the date hereof by and among EMLab Merger Corp., a California corporation (which has been merged with and into EMLab), the Original Issuers, the Collateral Agent, Prudential and various other parties signatory thereto (as amended and in effect from time to time, the "Securities Purchase Agreement"), (b) the Senior Note Agreement (as amended by the First Supplemental Agreement, the "Senior Note Agreement"), (c) the Senior Notes (as amended by the First Supplemental Agreement), and (d) certain other Security Documents (as amended by the First Supplemental Agreement) with Prudential, pursuant to which Prudential, subject to the terms and conditions contained in therein, has extended or will extend, certain financial accommodations to EMLab;

WHEREAS, it is a condition precedent to Prudential's making of any loans or otherwise extending credit to EMLab under the Senior Note Agreement that EMLab execute and deliver to the Collateral Agent an agreement in substantially the form hereof;

WHEREAS, American Home, a subsidiary of EMLab, has entered into that certain Subsidiary Senior Notes Guarantee Agreement dated as of the date hereof in favor of the Collateral Agent, and, as required by the Senior Note Agreement, is hereby entering into this Trademark Agreement.

WHEREAS, the Assignor has executed and delivered a Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**") to the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Securities Purchase Agreement, the Senior Note Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §9.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all

accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and

sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business



names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, including all goodwill associated with any of the foregoing, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien (subject to Permitted Liens, if any) on, and a conditional assignment of, the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the holders from time to time of the Senior Notes, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Senior Notes is automatic under the Senior Note Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Collateral Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all federally registered Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to the best of the Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to

Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code as set forth in Part 2.22(d) of Exhibit B to the First Supplemental Agreement and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Collateral Agent's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

#### **5. AFTER-ACQUIRED TRADEMARKS, ETC.**

**5.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents

or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

**5.2. Amendment to Schedule.** The Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §5.

## **6. TRADEMARK PROSECUTION.**

**6.1. Assignor Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Collateral Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Collateral Agent.

**6.2. Assignor's Duties, etc.** The Assignor shall have the right and the duty through trademark counsel acceptable to the Collateral Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

**6.3. Assignor's Enforcement Rights.** The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Collateral Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent to any risk of

liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this §6.3.

**6.4. Protection of Trademarks, etc.** In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**6.5. Notification by Assignor.** Promptly upon obtaining knowledge thereof, the Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that has or could reasonably be expected to materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **7. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Senior Note Agreement, the Security Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent may upon written demand of performance to the Assignor, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to

be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

## **8. COLLATERAL PROTECTION EXPENSES; PRESERVATION OF COLLATERAL.**

**8.1. Expenses Incurred by the Collateral Agent.** During the continuance of an Event of Default, in the Collateral Agent's discretion, if the Assignor fails to do so, the Collateral Agent may discharge taxes and other encumbrances at any time levied or placed on any of the Pledged Trademarks, and pay any necessary filing or transfer fees. The Assignor agrees to reimburse the Collateral Agent on demand for all expenditures so made. The Collateral Agent shall have no obligation to the Assignor to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Default or Event of Default.

**8.2. The Collateral Agent's Obligations and Duties.** Anything herein to the contrary notwithstanding, the Assignor shall remain obligated and liable under each contract or agreement comprised in the Pledged Trademarks to be observed or performed by the Assignor thereunder. The Collateral Agent shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Trademark Agreement or the receipt by the Collateral Agent of any payment relating to any of the Pledged Trademarks, nor shall the Collateral Agent be obligated in any manner to perform any of the obligations of the Assignor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Collateral Agent in respect of the Pledged Trademarks or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Collateral Agent or to which the Collateral Agent may be entitled at any time or times.

## **9. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications,

documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, including, but not limited to the assignment by the Collateral Agent of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), and the Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement, the Senior Note Agreement and the Security Agreement, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Collateral Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **10. FURTHER ASSURANCES.**

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

#### **11. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title

and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

## **12. COURSE OF DEALING.**

No course of dealing between the Assignor and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **13. EXPENSES.**

### **13.1 Closing Expenses.**

The Assignor shall pay all out-of-pocket fees, expenses and costs incurred by the Collateral Agent relating hereto and all expenses incurred by the Collateral Agent or on the Collateral Agent's behalf or the Secured Parties' behalf in connection with this Trademark Agreement.

### **13.2 Amendments and Waivers.**

The Assignor shall pay when billed the reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Collateral Agent in connection with the consideration, negotiation, preparation or execution of any amendments, waivers, consents and other similar agreements with respect to this Trademark Agreement (whether or not any such amendments, waivers, consents, standstill agreements or other similar agreements are executed).

### **13.3 Litigation.**

The Assignor will pay when billed the reasonable out-of-pocket costs and expenses (including attorneys' fees) incurred by the Collateral Agent in connection with enforcing or defending (or determining whether or how to enforce or defend) any rights under this Trademark Agreement or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Trademark Agreement.



#### **14. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Senior Note Agreement.

#### **15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COLLATERAL AGENT ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE COLLATERAL AGENT FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT WITH RESPECT TO SUCH LIABILITIES.**

#### **16. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made or given in the same manner as set forth in Section 7.1 of the Senior Note Agreement and at the address set forth therein with copies to parties requested therein, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice. Any such notice or demand shall be deemed to have been duly given or made and to have become effective as set forth in Section 7.1(b) of the Senior Note Agreement.

#### **17. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent and the Assignor, except as provided in §5.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**18. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW RULES).** The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §16. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**19. WAIVER OF JURY TRIAL.**

**THE ASSIGNOR AND THE COLLATERAL AGENT EACH WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the parties hereto waive any right which they may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The parties hereto (i) certify that neither the Collateral Agent nor any representative, agent or attorney of the Collateral Agent has represented, expressly or otherwise, that the Collateral Agent would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledge that, in entering into the Senior Note Agreement and the other Financing Documents to which the Collateral Agent or Prudential is a party, the Collateral Agent and Prudential are relying upon, among other things, the waivers and certifications contained in this §19.

**20. MISCELLANEOUS.**

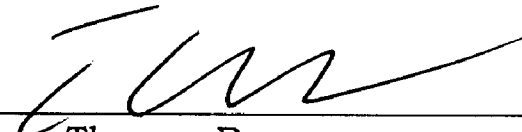
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent and its successors and assigns and any holder of Senior Notes from time to time. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Senior Note Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Senior Note Agreement or the Security Agreement, as the case may be, shall

control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank. Next page is signature page.]

**IN WITNESS WHEREOF**, this Trademark Agreement has been executed as of the day and year first above written.

**TESTAMERICA ENVIRONMENTAL  
MICROBIOLOGY LABORATORY, INC.**

By:   
Name: Thomas Barr  
Title: Chief Executive Officer

**AMERICAN HOME LABORATORIES,  
INC.**

By:   
Name: Thomas Barr  
Title: Chief Executive Officer

[Signature page to Trademark Collateral Security and Pledge Agreement]

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,**  
as Collateral Agent

By: Billy Greer *cr*  
Name: Billy Greer  
Title: Vice President

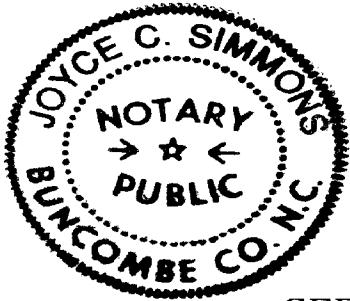
[Signature page to Trademark Collateral Security and Pledge Agreement]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina )  
COUNTY OF Buncombe )

ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8<sup>th</sup> day of December, 2003, personally appeared Thomas Barr to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of **TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Chief Executive Officer acknowledged said instrument to be the free act and deed of said corporation.



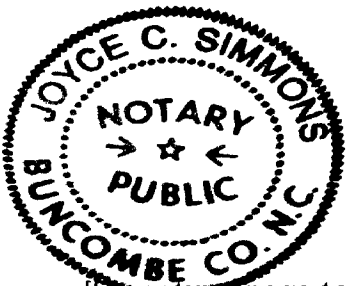
Joyce C. Simmons  
Notary Public  
Name: Joyce C. Simmons  
My commission expires: March 22, 2004

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina )  
COUNTY OF Buncombe )

ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8<sup>th</sup> day of December, 2003, personally appeared Thomas Barr to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of **AMERICAN HOME LABORATORIES, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Chief Executive Officer acknowledged said instrument to be the free act and deed of said corporation.



Joyce C. Simmons  
Notary Public  
Name: Joyce C. Simmons  
My commission expires: March 22, 2004

[Signature page to Trademark Collateral Security and Pledge Agreement]

**SCHEDULE A**

**Pending Trademarks and Trademark Registrations**

Pending Trademark  
or  
Service Mark

Pending Registrations --  
United States Patent and Trademark  
Office

	Serial No.	Filing Date
Mold Voc	78142807	July 10, 2002
Mold Stat	78232964	April 2, 2003
AllergenReport The Complete Allergen Answer	78317263	October 22, 2003

Trade Names

4allergens	ahice2003	iaqallergens
aihce	aihce2003	iaqlaw
aihce2004	aihce aihce	iaqlinks
allergenmaster	allergenreport	iaqprotocols
americanmoldinspection	bio-cassette	iaquniversity
biocassette	carpetcheck	moldclear
catlabs	cladosporium	moldprof
emlab	emlabonline	moldscore
emlabprotocols	empat	molduniversity
environmentalmicrobiol ogylaboratory	environmentalmicrolab	pandklab
iaq2003	allergen-report	professormold
iaq2004	iaqallergenco	stachybotrys
iaqallergies	iaqforum	
iaqlaw	iaqlibrary	
iaqpress	iaqprotocol	
iaqscholarships	iaqseminar	
iaqseminars	iaqtutor	
indoorair2005	carpetcount	
labserve	mold-101	
mold101	emlab-legionella	
moldbootcamp	moldcheckup	
moldinbuildings	moldinhomes	
moldinspect	moldisclose	

moldquest	emlabprotocol	
moldremediation101	environmentalmicro	
moldreport	iaq-allergens	
moldseminar	moldseminars	
moldstar	moldtutor	
molduonline	molduscholarships	
mycophoto	mymoldlab	
penicillium	phase1mold	
sporetrap	sporetraps	
toxicmold-101	toxicmold101	
toxicmoldact	toxicmoldprotectionact	
wallcheck	wallcount	



## EXHIBIT 1

### ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, **TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.**, a California corporation, having a place of business at 1150 Bayhill Drive, Suite 100, San Bruno, CA 94066 and **AMERICAN HOME LABORATORIES, INC.**, a California corporation, having a place of business at 1150 Bayhill Drive, Suite 100, San Bruno, CA 94066 (collectively, the “**Assignors**”), have adopted and used and are using the trademarks and service marks (the “**Marks**”) identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, an Event of Default under the Senior Note Agreement (which is defined in that certain Trademark Collateral Security and Pledge Agreement dated as of December 8, 2003 by and among the Collateral Agent and the Assignors, as amended from time to time) has occurred and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, as collateral agent (the “**Assignee**”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

Exhibit 1-1

CTDOCS:1568050.7

**TRADEMARK**  
**REEL: 002884 FRAME: 0824**

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TESTAMERICA ENVIRONMENTAL  
MICROBIOLOGY LABORATORY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AMERICAN HOME LABORATORIES,  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 1-2

CTDOCS:1568050.7

**TRADEMARK  
REEL: 002884 FRAME: 0825**

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 1-3

CTDOCS:1568050.7

**RECORDED: 12/18/2003**

**TRADEMARK  
REEL: 002884 FRAME: 0826**