

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bio-Reference Laboratories, Inc.		09/30/2004	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	70 East 55th Street, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76489241	BIO-REFERENCE	
<b>Serial Number:</b>	75778162	PSI MEDICA	
<b>Serial Number:</b>	76039328	CAREEVOLVE	
<b>Serial Number:</b>	76005540	RIGHT BODY FOODS	
<b>Serial Number:</b>	76485516	GENPATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)966-1015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-966-8337		
<b>Email:</b>	jhyde@pitneyhardin.com		
<b>Correspondent Name:</b>	Julie Ann Hyde		
<b>Address Line 1:</b>	200 Campus Drive		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	Julie Ann Hyde		

OP \$140.00 76489241

Signature:

/Julie Ann Hyde/

Date:

03/30/2005

**Total Attachments: 12**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Agreement"), is dated as of the 30<sup>th</sup> day of September, 2004, and made by BIO-REFERENCE LABORATORIES, INC., a New Jersey corporation (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent (the "Agent") for certain lenders (the "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement between Grantor and Agent dated as of September 30, 2004 (the "Agreement"), Agent has agreed to extend credit to Grantor and one or more of its Subsidiaries (collectively, the "Borrowers") upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor owns the Trademarks described on Schedule 1 hereto; and

WHEREAS, pursuant to the terms of the Agreement, Grantor has pledged and granted to Agent, a security interest in all right, title and interest of Grantor in and to all assets, including, without limitation, the Collateral (as hereinafter defined) to secure the payment of all of the obligations of Borrowers to Agent (the "Obligations"); and

WHEREAS, for convenience of reference and recordation, but with no intention to supersede the terms of the Agreement, the parties wish to enter into this IP Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce Lenders to continue to make extensions of credit to Borrowers under the Agreement, Grantor hereby agrees with Agent, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed thereto in the Agreement; the following terms which are defined in the Uniform Commercial Code in effect in the State of New Jersey on the date hereof are used herein as so defined: General Intangibles and Proceeds; and the following terms shall have the following meanings:

"Code": the Uniform Commercial Code as from time to time in effect in the State of New Jersey.

"Collateral": each of the items of personal property (tangible or intangible) in which Grantor is granting a security interest to Agent hereunder, together with any reissue, division, continuation, continuation-in-part or extension or renewal thereof, and all applications therefor, all whether presently existing or hereafter arising or acquired, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term thereof and all proceeds thereof.

"Copyrights": copyrights, rights and interests in copyrights, works protectable by copyrights and copyright registrations and all extensions and renewals thereof.

“Copyright Licenses”: all agreements, whether written or oral, providing for the grant by Grantor of any right to use a Copyright

“Intellectual Property”: all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned by Grantor, whether now existing or hereafter arising.

“Intellectual Property Security Agreement”: this Intellectual Property Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Patents”: all letters patent of the United States and all reissues, divisions, continuations, continuations-in-part, extensions and renewals thereof.

“Patent Licenses”: all agreements, whether written or oral, providing for the grant by Grantor of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks”: (a) all registered trademarks and all extensions and renewals thereof, including, without limitation, those listed in Schedule 1 hereto and (b) all trademark applications and all extensions and renewals thereof, including, without limitation, those listed in Schedule 1 hereto.

“Trademark Licenses”: all agreements, whether written or oral, providing for the grant by Grantor of any right to use a Trademark, including, without imitation, those listed in Schedule 1 hereto.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby grants to Agent for the benefit of the Lenders party to the Agreement a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses;
- (e) all Copyrights;
- (f) all Copyright Licenses;
- (g) all General Intangibles relating to the foregoing; and
- (h) to the extent not otherwise included, all proceeds of infringement suits or actions, all royalties, and all of the rights and benefits of all causes of

action which may exist by reason of any infringement, and all Proceeds and products of any and all of the foregoing.

3. Representations and Warranties. Grantor hereby represents and warrants that:

(a) Trademarks. Schedule 1 hereto includes all registered U.S. Trademarks and applications therefore and Trademark Licenses, owned by Grantor on the date hereof. To the best of Grantor's knowledge, each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned, except to the extent that the failure to be valid, subsisting, unexpired or enforceable or the abandonment thereof would not be reasonably likely to have a material adverse effect on the business of Borrowers. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark except for such holdings, decisions or judgments that would not be reasonably likely to have a material adverse effect on the business of Borrowers. No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark, which, if adversely determined, would be reasonably likely to have a material adverse effect on the business of Borrowers.

(b) Other Intellectual Property. Grantor does not own or hold any registered Patents, Patent applications, Patent Licenses, Copyrights, Copyright applications, or Copyright Licenses.

(c) Chief Executive Office. Grantor's chief executive office is located 481 Edward H. Ross Drive, Elmwood Park, New Jersey 07407.

Grantor agrees that the foregoing representations and warranties shall be deemed to have been made by Grantor on and as of the date hereof and on and as of each date on which an extension of credit is made under the Agreement to Borrowers, in each case as though made hereunder on and as of each such date.

4. Covenants. Grantor covenants and agrees with Agent that, from and after the date of this IP Agreement until the Obligations are paid and performed in full:

(a) Further Documentation. At any time and from time to time, upon the written request of Agent, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this IP Agreement and of the rights and powers herein granted.

(b) Indemnification. Grantor agrees to pay, and to save Agent harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expense), other than solely as a result of the gross negligence or willful misconduct of Agent (i) with respect to, or resulting from, any delay by Grantor in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any requirement of law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this IP Agreement.

(c) Intellectual Property.

(i) Grantor will not (either itself or through licensees), except with respect to any Intellectual Property that Grantor shall reasonably determine is not material to the business of

Borrowers and its subsidiaries taken as a whole, do any act, or omit to do any act, whereby the registration of any Intellectual Property may become abandoned or dedicated.

(ii) Whenever Grantor, either itself or through any agent, employee, licensee or designee, shall file an application for the registration of Intellectual Property with the United States Patent and Trademark Office (the "PTO") or the United States Copyright Office of the Library of Congress (the "Copyright Office"), Grantor shall report such filing to Agent within five (5) Business Days after the last day of the calendar year in which such filing occurs. Upon request of Agent, Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as Agent may reasonably request to evidence Agent's security interest in the Intellectual Property and the goodwill and General Intangibles, if any, of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the purposes of so evidencing Agent's security interest (and Agent agrees to notify Grantor that any such filing has been made, provided that any failure to so notify shall not invalidate any such actions by Agent), all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

#### 5. Remedies.

(a) If an Event of Default shall occur and be continuing, Agent may exercise, in addition to all other rights and remedies granted to it in this IP Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Grantor or any person or entity (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith collect, receive, appropriate or realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, license, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, exchange, broker's board or office of Agent or elsewhere upon such terms and conditions as it may deem advisable and at such prices it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Agent shall have the right upon any such public sale or sales, and to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Grantor, which right or equity is hereby waived or released. Grantor further agrees, at Agent's request upon the occurrence and during the continuance of an Event of Default, to assemble and make the Collateral available to Agent at places which Agent shall reasonably select, whether at Grantor's premises or elsewhere. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Agent arising out of the exercise by it of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations, including the reasonable fees and disbursements of any attorneys employed by Agent to collect such deficiency.

(b) In addition to and as part of the rights set forth above, Grantor hereby agrees that if an Event of Default shall occur and be continuing, Grantor shall take all actions necessary, appropriate or proper to transfer ownership of the Collateral or any part thereof to Agent or its assigns, including without limitation, filing an assignment with the PTO and/or the Copyright Office whether in the

form attached hereto as EXHIBIT A or such other form as is deemed necessary, appropriate or proper under the circumstances. Grantor hereby constitutes and appoints Agent (and any officer, employee or agent of Agent, with a full power of substitution) its true and lawful attorney and agent in fact to take, upon or after the occurrence of an Event of Default, any and all actions described in this subsection (b), in Agent's, Grantor's or Borrowers' names, and at Borrowers' sole cost and expense, Grantor covenants and agrees that any action described in this subsection (b) may be taken at Agent's sole and absolute discretion, at any time and from time to time, and that Grantor hereby ratifies and confirms all actions taken. Grantor further covenants and agrees that the powers-of-attorney granted by this Section (b) are coupled with an interest and shall be irrevocable until full and final payment and performance of the Obligations; that said powers are granted solely for the protection of Agent's interest and Agent shall have no duty to exercise any thereof; that the decision whether to exercise any such power, and the manner of exercise, shall be solely within Agent's discretion; and that neither Agent nor any of its directors, officers, employees or agents shall be liable for any act of omission or commission (except for acts or omissions which constitute the gross negligence or willful misconduct of Agent), or for any mistake or error of judgment, in connection with any such powers.

(c) No remedy referred to in this IP Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this IP Agreement or otherwise available to Agent by agreement or at law or in equity. No express or implied waiver by Agent of any default or Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Agent in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such contingency or similar contingencies, and any single or partial exercise of any particular right by Agent shall not exhaust the same or constitute a waiver of any such right.

6. Severability. Any provision of this IP Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Section Headings. The Section headings used in this IP Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8. Waivers and Amendments; Successors and Assigns; Governing Law. None of the terms or provisions of this IP Agreement may be amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Agent. This IP Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Agent and its respective successors and assigns, except that Grantor may not assign, transfer or delegate any of its rights or obligations under this IP Agreement without the prior written consent of Agent. This IP Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey.

9. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing, and shall be made in the manner provided for notices under the Agreement.

10. Submission To Jurisdiction; Waivers. (a) Grantor hereby irrevocably and unconditionally: (i) submits for itself and its property in any legal action or proceeding relating to this IP Agreement, and any other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New Jersey, the courts of the United States of America for the District of New Jersey, and appellate courts from any thereof; (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Grantor at its address set forth under Section 11 or at such other address of which Agent shall have been notified pursuant thereto; and (iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) Each of Grantor and Agent hereby unconditionally and irrevocably waives, to the maximum extent not prohibited by law, any right they may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

(c) **EACH OF GRANTOR AND AGENT IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. GRANTOR AND AGENT ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

11. Authority of Agent. Grantor acknowledges that the rights and responsibilities of Agent under this IP Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this IP Agreement shall be governed by the Agreement and by such other agreement with respect thereto as may exist from time to time among them.

12. Incorporation of Security Agreement Provision. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing in this IP Agreement shall defer or impair any attachment or perfection of any security interest in the collateral covered by the Agreement which would attach or be perfected pursuant to the terms thereof without action by Grantor or any other person.




13. Release of Collateral and Termination. (a) At such time as the Obligations have been paid and performed in full, the Collateral shall be released from the liens created hereby, and this IP Agreement and all obligations (other than those expressly stated to survive such termination) of Grantor to Agent under this IP Agreement shall terminate, all without delivery of any instrument or performance or any act by any party, and all rights to the Collateral shall revert to Grantor. Upon request of Grantor following any such termination, Agent shall deliver (at the sole cost and expense of Grantor) to Grantor any Collateral held by Agent hereunder, and execute and deliver (at the sole cost and expense of Grantor) to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BIO-REFERENCE LABORATORIES, INC.

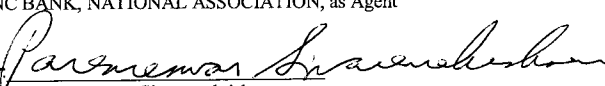
By:   
Name: Marc D. Grodman  
Title: President

Grantor's Address for Notices:

Bio-Reference Laboratories, Inc.  
481 Edward H. Ross Drive  
Elmwood Park, NJ 07407

Agreed to and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:   
Name: Parameswar Sivaramakrishnan  
Title: Vice President

Agent's Address for Notices:

PNC Bank, National Association  
70 East 55<sup>th</sup> Street, 14<sup>th</sup> Floor  
New York, NY 10022

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of the 30th day of September, 2004, by BIO-REFERENCE LABORATORIES, INC., a New Jersey corporation, having its principal place of business at 481 Edward H. Ross Drive, Elmwood Park, New Jersey 07407 (hereinafter referred to as "Assignor").

WHEREAS, Assignor owns the entire right, title and interest in and to the following United States trademarks (the "Trademarks") set forth on Schedule 1.

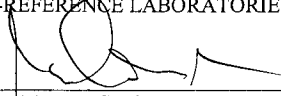
WHEREAS, Assignor desires to transfer the Trademarks to PNC BANK, NATIONAL ASSOCIATION, as agent for certain lenders, having a location at 70 East 55<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, NY 10022 (hereinafter referred to as "Assignee").

NOW, THEREFORE, for good and valuable consideration and the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which whereof is hereby acknowledged, Assignor does subject to the terms of the IP Agreement by and between Assignor and Assignee of even date herewith hereby assign, transfer, sell, convey and settle unto Assignee, its successors, legal representatives and assigns, all of the right, title and interest in and to the Trademarks.

Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to Assignee, that it has not executed and will not execute any agreement in conflict herewith, and that it will not execute or procure the execution of any and all future assignments or other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed as of the day and year first above written.

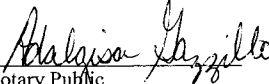
BIO-REFERENCE LABORATORIES, INC.

By   
Name: Marc D. Grodman  
Title: President

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
  ) SS.:  
COUNTY OF BERGEN )

BE IT REMEMBERED, that on this 1<sup>st</sup> day of March, 2005, before me, the subscriber, personally appeared Marc D. Grodman, who I am satisfied is President of Bio-Reference Laboratories, Inc. and who executed the within Assignment of Trademarks on behalf of such corporation and thereupon acknowledged that he/she signed, sealed and delivered the same as the voluntary act and deed of such corporation, for the purposes therein expressed.

  
Notary Public

ADALGISA GAZZILLO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 30, 2009

SCHEDULE 1  
TRADEMARKS  
**[SEE ATTACHED]**

BIO-REFERENCE LABORATORIES, INC.

SCHEDULE I

Patents

None

Trademarks

Registered

“BIO-REFERENCE”  
“PSIMEDICA”  
“CAREEVOLVE”  
“RIGHT BODY FOODS”

Application Pending

“GENPATH”

Copyrights

None

