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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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11-12-2004



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

102880041

To the Honorable Commissioner of Patents and Trademarks Original documents or copy thereof.

1. Name of conveying party(ies): Esoterix, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/29/2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE 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) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name:

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41) \$ 590.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Penelope S. Johnson Signature

11/10/2004 Date

Total number of pages including cover sheet, attachments, and document: 9

11/12/2004 6T0N11 0000042 2642035

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

01 FC:8521 02 FC:8522

40.00 DP 550.00 DP

TRADEMARK REEL: 003076 FRAME: 0550

**Schedule 1 to Trademark Security Agreement**

**U.S. Trademarks**

<b><u>Mark</u></b>	<b><u>Owner</u></b>	<b><u>Registration No.</u></b>
SHOXDNA DX	Esoterix, Inc.	2642035
THROMBASSURE	Esoterix, Inc.	2578609
ALLERPRINT	Esoterix, Inc.	2670154
ENTRIX	Esoterix, Inc.	2764033
HPVIDX	Esoterix, Inc.	2714519
C HCVMAP	Esoterix, Inc.	2739736
HPVDETX	Esoterix, Inc.	2720002
ALLERPRINT	Esoterix, Inc.	2670125
VIRAMAP	Esoterix, Inc.	2578622
LYMPHOPLEX	Esoterix, Inc.	2578608
INCELTECT	Esoterix, Inc.	2585291
MEDTRAX ESOTERIX LABORATORY INFORMATION TRACKING SYSTEM	Esoterix, Inc.	2576168
IMMUNOMETRIX	Esoterix, Inc.	2529791
ASPRINCHECK	Esoterix, Inc.	2763261
HPVTRITECT	Esoterix, Inc.	2756178

**U.S. Trademark Applications**

<b><u>Mark</u></b>	<b><u>Owner</u></b>	<b><u>Application No.</u></b>
HEALTH HORIZONS HEALTH INFORMATION PROGRAM	Esoterix, Inc.	78325554
ESOTERIX	Esoterix, Inc.	76580013
ENTRIX	Esoterix, Inc.	76356973

Trademark Security Agreement  
Esoterix, Inc.

**TRADEMARK**  
**REEL: 003076 FRAME: 0551**

DEFINITIVEDX	Esoterix, Inc.	78414950
MODYDETX	Esoterix, Inc.	76539660
ANYTHING BUT ROUTINE	Esoterix, Inc.	76/542349
HEALTHHORIZONS	Esoterix, Inc.	78/414457
MEDTRAX	Esoterix, Inc.	78/414464

Trademark Security Agreement  
Esoterix, Inc.

**TRADEMARK**  
**REEL: 003076 FRAME: 0552**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2004, is between ESOTERIX, INC., a Delaware corporation (the “**Grantor**”), and ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent (in such capacity, the “**Grantee**”) for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

**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 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Grantee, as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, 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 Grantee, Grantor has granted to Grantee for the benefit of Grantee 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 as of the year and date first above written.

**ESOTERIX, INC.**, a Delaware corporation

By: James A. McClintic  
Name: James A. McClintic  
Its: President

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Trademark Security Agreement  
Esoterix, Inc.

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the year and date first above written.

**ESOTERIX, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By:   
Name: **David K. Swanson**  
Its: **Director**

Trademark Security Agreement  
Esoterix, Inc.

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RECORDED: 11/10/2004

TRADEMARK  
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