

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Trek Diagnostic Systems, Inc. | | 06/14/2005 | CORPORATION: DELAWARE |
| TDS Holdings, Inc. | | 06/14/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | NewStar CP Funding LLC |
| Street Address: | 500 Boylston Street |
| Internal Address: | Suite 1600 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02116 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 2310829 | ALAMARBLUE |
| Registration Number: | 1808411 | ESP |
| Registration Number: | 1794215 | EZ DRAW |
| Registration Number: | 2337361 | JUSTONE |
| Registration Number: | 2663951 | ONSITE |
| Registration Number: | 2725308 | PARA-JEM |
| Registration Number: | 2851581 | REDOX 1 |
| Registration Number: | 2854582 | REDOX 2 |
| Registration Number: | 2369901 | SENSITOUCH |
| Registration Number: | 2866022 | VERSATREK |
| Registration Number: | 2277753 | YEASTONE |
| Registration Number: | 2301646 | ARIS |

CH \$340.00 2310829

Registration Number:

1126962

SENSITITRE

CORRESPONDENCE DATA

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6172390632

Email: agrandy@palmerdodge.com

Correspondent Name: Adam M Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:

Adam M Grandy

Signature:

/Adam M Grandy/

Date:

06/22/2005

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Trek Diagnostic Systems, Inc., a Delaware corporation and TDS Holdings, Inc., a Delaware corporation (collectively, the "Pledgors"), each having an address at 982 Keynote Circle, Suite 6, Cleveland, Ohio 44131, are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS each Pledgor is either a borrower or guarantor under the terms of a certain Credit and Security Agreement, dated as of June 14, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgors, and NewStar CP Funding LLC, as Lender (the "Lender"), pursuant to which the Pledgors have granted to the Lender a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in and to the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby grant to the Lender a security interest in all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The grant of a security interest in the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Lender hereby acknowledge and agree that the grant of security interest

hereunder to the Lender, and the rights and remedies of the Lender with respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 4th day of June, 2005.

PLEDGORS:

TREK DIAGNOSTIC SYSTEMS, INC.

By: Michael D. Burke
Name: Michael D. Burke
Title: President

TDS HOLDINGS, INC.

By: Michael D. Burke
Name: Michael D. Burke
Title: President

LENDER:

NEWSTAR CP FUNDING LLC

By: NewStar Financial, Inc., its designated Manager

By: 

Name: Robert E. Hornstein

Title: Director- Portfolio Management

SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)

| | MARK | COUNTRY | FILING DATE | REG. NO. | REG. DATE | STATUS |
|-----|--------------------|-----------|-------------|----------|-----------|----------------------|
| 1. | alamarBlue | USA | 06/25/98 | 2310829 | 01/25/00 | Registered |
| 2. | alamarBlue | Europe | 12/23/98 | 1033455 | 04/07/03 | Registered |
| 3. | Aris | USA | 05/15/98 | 2301646 | 12/21/99 | Registered |
| 4. | ESP | USA | 09/30/91 | 18008411 | 11/30/93 | Registered |
| 5. | EZ Draw | USA | 12/18/91 | 1794215 | 09/21/93 | Registered |
| 6. | JustOne | USA | 05/29/98 | 2337361 | 04/04/00 | Registered |
| 7. | onSite | USA | 05/03/00 | 2663951 | 12/17/02 | Registered |
| 8. | para-JEM | USA | 04/23/01 | 2725308 | 06/10/03 | Registered |
| 9. | para-JEM | Australia | 10/23/01 | 892861 | 03/26/02 | Registered |
| 10. | para-JEM | Europe | 10/23/01 | 2421881 | 04/03/03 | Registered |
| 11. | para-JEM BLUE | USA | 06/26/03 | ----- | ----- | Pending |
| 12. | REDOX 1 | USA | 07/01/02 | 2851581 | 06/08/04 | Registered |
| 13. | REDOX 2 | USA | 07/01/02 | 2854582 | 06/15/04 | Registered |
| 14. | Sensititre | USA | 03/13/78 | 1126962 | 11/27/79 | Registered |
| 15. | Sensititre | China | N/A | N/A | N/A | Renewing |
| 16. | SensiTouch | USA | 06/25/98 | 2369901 | 07/25/00 | Registered |
| 17. | SensiTouch | Europe | 12/23/98 | 1033471 | 06/27/00 | Registered |
| 18. | SWIN | USA | 06/14/04 | ----- | ----- | Pending |
| 19. | VersaTREK | USA | 07/01/02 | 2866022 | 07/27/04 | Registered |
| 20. | VersaTREK Software | USA | 06/14/04 | ----- | ----- | Pending |
| 21. | VersaTREK | China | N/A | 3755761 | 02/28/05 | Preliminary Approval |
| 22. | VersaTREK | Europe | 09/10/03 | 3347747 | 12/09/04 | Registered |
| 23. | YeastOne | USA | 06/09/98 | 2277753 | 09/14/99 | Registered |