

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kirby Lester, LLC		09/19/2005	Limited Liability Company: DELAWARE
Kirby Lester Holdings, LLC		09/19/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center		
Internal Address:	14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2221533	KIRBYLESTER	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

CH \$40.00 2221533

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TRADEMARK  
REEL: 003165 FRAME: 0820

Date:

09/27/2005

**Total Attachments: 13**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of September 19, 2005, by and among KIRBY LESTER, LLC, a Delaware limited liability company ("Company"), KIRBY LESTER HOLDINGS, LLC, a Delaware limited liability company ("Holdings", and together with Company and each of their respective Subsidiaries, the "Grantors" and each individually, a "Grantor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as agent for the Purchasers (as defined in the Purchase Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Revolving Loan and Note Purchase Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Purchasers (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), the Purchasers have agreed, among other things, subject to the terms and conditions set forth therein, to purchase certain term notes, subordinated notes and a revolving note of the Company (collectively, the "Notes");

**WHEREAS**, the Grantors will derive substantial direct and indirect benefits from the purchase of the Notes and other financial accommodations provided by the Purchasers under the Purchase Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Purchasers to execute and perform under the Purchase Agreement that the Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Purchasers;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Purchasers to enter into the Purchase Agreement and to agree, subject to the terms and conditions set forth therein, to purchase the Notes of the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. **Grant of Security Interest.** To secure the Grantors' prompt, punctual and faithful payment of the Notes and the performance of all and each of the Grantors' obligations under the Purchase Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Purchasers, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(e) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Purchasers in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Purchasers.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Purchasers, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B and/or Schedule C hereof, as

appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Purchasers in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be necessary to enforce or maintain Agent's security interest in the IP Collateral, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantors' obligations under the Purchase Agreement (the "Obligations") (other than indemnity obligations under the Purchase Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been paid or performed in full and the Purchase Agreement has been terminated (except for any obligations designated under the Purchase Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Purchase Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby and (b) the termination of the Purchase Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. On each anniversary of the Closing Date (or if such day is not a Business Day, the next succeeding Business Day), each Grantor shall provide a list of all Patents and Trademarks registered in the name of any such Loan Party and any applications therefor filed by such Loan Party during the preceding year.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Purchasers, under the Purchase Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Purchase Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Purchase Agreement or the other Purchase Documents, the provisions of the Purchase Agreement or the other Purchase Documents shall govern.

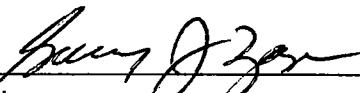
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

***[Remainder of Page Intentionally Blank; Signature Page Follows]***

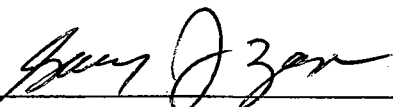
**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTORS:**

**KIRBY LESTER, LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Garry Zage  
Chief Executive Officer of Kirby \_\_\_\_\_  
Lester Holdings, LLC, its Manager \_\_\_\_\_

**KIRBY LESTER HOLDINGS, LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Garry Zage  
Chief Executive Officer \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Illinois :

: SS

COUNTY OF COOK :

Before me, the undersigned, a Notary Public, on this 16<sup>th</sup> day of September, 2005, personally appeared Garry Zage to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Kirby Lester, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Latonia R. Johnson-Warren

Notary Public

My Commission Expires: 3/9/06





# ACKNOWLEDGMENT

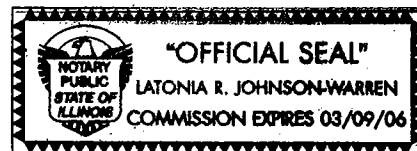
STATE OF Illinois :

: SS

COUNTY OF COOK :

Before me, the undersigned, a Notary Public, on this 16<sup>th</sup> day of September, 2005, personally appeared Garry Zage, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Kirby Lester Holdings, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body and the said Chief Executive Officer of Kirby Lester Holdings, LLC acknowledged said instrument to be his free act and deed.

Latoria R. Johnson-Warren  
Notary Public  
My Commission Expires: 3/9/06



**AGENT:**

**AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.**

By:   
Name: Ian Karkyn  
Title: Principal

# ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ :

: SS

COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a Notary Public, on this 19<sup>th</sup> day of September, 2005, personally appeared Tan Farkun to me known personally, who, being by me duly sworn, did say that he is the Principal of American Capital Financial Services, Inc., as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Principal acknowledged said instrument to be his free act and deed.



Tara Peterson

Notary Public

My Commission Expires: 1-12-08

## SCHEDULE A

### PATENT COLLATERAL

#### Registered Patents

##### US Patents:

<b>Patent No.</b>	<b>File Date</b>	<b>Application No.</b>	<b>Description</b>
6,684,914	10.11.01	975608	method and system for high-speed discrete object counting and dispensing
6,659,304	11.16.01	991435	cassettes for systems which feed, count and dispense discrete objects
6,578,733	05.31.01	871533	cassette for storing and feeding discrete objects
6,554,157	05.31.01	871531	cassette systems for feeding, counting and dispensing discrete objects
6,497,339	05.31.01	871532	systems for feeding, counting and dispensing discrete objects
6,370,215	04.13.00	548421	apparatus for feeding, counting and dispensing discrete objects
5,768,327	06.13.96	663488	method and apparatus for optically counting discrete objects
5,473,703	05.13.93	061305	methods and apparatus for controlling the feed rate of a discrete object sorter/counter
5,317,645	02.28.91	662418	method and apparatus for the recognition and counting of discrete objects
D337,539	02.28.91	662161	tablet counter
5,027,938	06.15.89	366779	parts sorter
4,901,841	04.13.87	037608	parts sorter
6,899,144	05.06.03	430117	method and system for high-speed discrete object counting and dispensing
6,899,148	06.25.03	603247	method and system for high-speed tablet counting and dispensing

Canadian Patent:

<u>Patent Number</u>	<u>File Date</u>	<u>Application No.</u>	<u>Description</u>
2,060,871	02.07.92		method and apparatus for the recognition and counting of discrete objects

United Kingdom Patent:

<u>Patent Number</u>	<u>File Date</u>	<u>Application No.</u>	<u>Description</u>
2,253,272	02.14.92	9203238.2	apparatus and method for counting objects

Pending Patent Applications

Serial #10/770,823, filed 02.03.04

Serial #10/849,092, filed 05.19.04

Serial #11/120,058, filed 05.02.05

Serial #10/307,824, filed 12.02.02

Serial #11/103,685, filed 04.12.05

## **SCHEDULE B**

### **TRADEMARK COLLATERAL**

#### Registered Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
2,221,533	02.02.99	KIRBYLESTER

#### Pending Trademark Applications

None.

#### Trademark Licenses

Licenses or other rights granted to Kirby Lester, LLC through its predecessor Kirby Lester, Inc. from third parties:

Standard License Agreement effective December 15, 2001, between First Databank, Inc. and Kirby Lester, LLC predecessor Kirby Lester, Inc. for drug database service.

First Amendment

Second Amendment

Third Amendment effective July 1, 2004

Letter re: Renewal of License Agreement dated September 26, 2004 (for Fee Term 12/15/04 to 12/15/05)

Licensing Agreement dated September 10, 2004 between Therapeutic Research Center and Kirby Lester, LLC through its predecessor Kirby Lester, Inc. for pharmaceutical product identification as part of the Ident-A-Drug Reference database. Prior to the Closing, Kirby Lester, Inc. did not use any of the information provided under the license, and no fees associated with the license were paid by Kirby Lester, Inc.

Licenses or other rights granted to third parties:

KL 16 customers are invoiced \$300 annually for drug image license fees.

Intellectual Property Security Agreement

**SCHEDULE C**

**DOMAIN NAMES**

<http://www.kirbylester.com/>