

## 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
Romark Laboratories, L.C.		09/15/2006	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2812956	ALINIA	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5347		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215-569-5347		
Email:	aria@blankrome.com		
Correspondent Name:	Zachary A. Aria		
Address Line 1:	One Logan Square		
Address Line 2:	9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	121647-01052		
NAME OF SUBMITTER:	Zachary A. Aria		
Signature:	/Zachary A. Aria/		

TRADEMARK

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Date:

09/26/2006

**Total Attachments: 11**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 15<sup>th</sup> day of September 2006, by Romark Laboratories, L.C., a Florida limited liability company ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, any additional borrowers that may hereafter be added thereto (individually and collectively with Grantor, the "Borrower"), the lenders from time to time party thereto (the "Lenders") and Grantee are parties to a certain Credit and Security Agreement dated as of September 15, 2006 (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders (capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, and all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing belonging to Grantor (collectively, the "Trademarks", which for purposes of this Agreement shall mean trademark properties filed in the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of all Obligations (as defined in and provided for under the Credit Agreement and the other Financing Documents) of Borrower (collectively, the "Secured Obligations"); and

WHEREAS, Grantor and Grantee wish to execute an agreement governed by the laws of the state of Illinois evidencing, providing for and reconfirming the granting of such security interest in the Trademarks and all proceeds thereof, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

WHEREAS, Grantor and Grantee mutually agree and acknowledge that this Agreement shall not function as any form of assignment of the ownership of the Trademarks, including but not limited to those Trademarks based on Section 1(b) of the Lanham (Trademark) Act; provided, however, that such agreement and acknowledgment shall in no way derogate the security pledge provided in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor, intending to be legally bound, agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. All of the terms and conditions of the Credit Agreement and the other Security Documents to which Grantor is a party and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks Collateral"), whether now owned or existing and hereafter created, acquired or arising:

i. any and all Trademarks of Grantor, specifically including without limitation (x) each of the Trademarks (including each trademark application) listed on Schedule 1 hereto, and (y) each of the Trademarks (including each trademark application) that may be the subject of any Supplement to this Agreement hereafter delivered by Grantor to Grantee in accordance with the provisions of Section 3 below, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connection with the use of, and symbolized by, each Trademark; and

ii. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Trademarks (including any new trademark application and any new trademark issued or registered with respect to any trademark application previously listed on Schedule 1 hereto or the Schedule 1 to any other Supplement delivered to Grantee in accordance with this Section 3), and in any event no later than the delivery by Borrower of the Compliance Certificate required to be delivered by Borrower under Section 4.1 of the Credit Agreement in connection with the financial statements of Borrower, dated as of the last day of the fiscal quarter in which such new Trademarks were acquired, Grantor shall deliver to Grantee a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Trademarks (including any such newly acquired trademark applications or newly issued or registered trademarks) on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such newly acquired Trademarks and the proceeds thereof to Grantee to secure the Secured Obligations, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to Lenders that:

A. Schedule 1 sets forth a full, complete and correct list of all registered Trademarks (including all filed Trademark applications) owned by Grantor as of the date hereof; and

B. As of the date hereof, (i) all such registered Trademarks listed on Schedule 1 hereto are existing, in good (i.e., live) standing, and to the best of Grantor's knowledge, valid, subsisting and enforceable, and all filings necessary to maintain the effectiveness of the registrations of all such registered Trademarks have been made, (ii) all such filed Trademark applications listed on Schedule 1 hereto have been properly filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as otherwise disclosed to Grantee in writing, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Trademarks and all such filed Trademark applications free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of an Event of Default, Grantee, in addition to all other rights, options and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademarks Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the state of Illinois as in effect from time to time. For purposes of clarification, except to the extent permitted by law and the Credit Agreement or any other Security Document, in the event of an Event of Default, Grantee will not undertake an assignment of any Trademark that is, at such time, filed on the basis of Section 1(b) of the U.S. Lanham (Trademark) Act, if such assignment would invalidate or otherwise materially jeopardize the validity of such trademark.

6. Power of Attorney. Without limiting the generality of any power of attorney granted to Grantee under the Credit Agreement or any other Security Document, Grantor hereby authorizes Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Grantee may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Trademarks Collateral provided for herein, provided that, unless an Event of Default shall have occurred and be continuing, the powers described in this clause (i) shall only be exercisable by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, if Grantor shall have failed to execute any such Supplement, agreement, document or instrument within ten (10) Business Days following request therefor from Grantee, and (ii) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of Grantor, any assignment, bill of sale or similar document or instrument which Grantee may deem necessary or desirable in order for Grantor to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Trademarks Collateral, and in each case to file with the United States Patent and Trademark Office in the name of and on behalf of Grantor any such Supplement, agreement, document, instrument, assignment or bill of sale executed by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney.

Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

7. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]  
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IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

In the presence of and before me,  
Notary Public



FRANK C. MILLER, ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

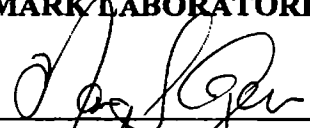
**GRANTOR:**

**ROMARK LABORATORIES, L.C.**

By:

Name:

Title:

  
Marc S. Ayers  
President and CEO

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.

By: \_\_\_\_\_

Name:

Title:

In the presence of and before me, Notary Public:

\_\_\_\_\_

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

In the presence of and before me,  
Notary Public:

**GRANTOR:**

**ROMARK LABORATORIES, L.C.**

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

Agreed and Accepted  
As of the Date First Written Above

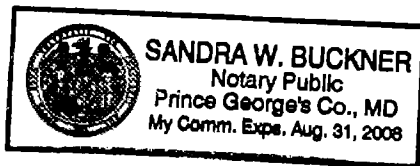
**GRANTEE:**

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.

By: Will Gould  
Name: Will Gould  
Title: Director

In the presence of and before me, Notary Public:

Sandra W. Buckner



*Signature Page to Trademark Security Agreement*



**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Alinia	2,812,956	February 10, 2004

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		

## **EXHIBIT A**

### **SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement") made as of this \_\_ day of \_\_\_\_\_, by Romark Laboratories, L.C., a Florida limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

### **W I T N E S S E T H**

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of September 15, 2006 (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement; and

WHEREAS, pursuant to the terms of the Trademark Agreement, to secure the Secured Obligations, Grantor has granted to Grantee a security interest in and to all of Grantor's now existing and hereafter acquired Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Trademarks (including any new Trademark application), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by it of a security interest in all such newly acquired Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the newly acquired Trademarks (including each trademark application) listed on Schedule 1 hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connection with the use of, and symbolized by, each Trademark; and all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any

and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof, and agrees that all such newly acquired Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to Lenders that:

A. Schedule 1 sets forth a full, complete and correct list of all registered Trademarks (including all filed Trademark applications) owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement, or (ii) listed on the Schedule 1 delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof (all such newly acquired registered Trademarks (including newly acquired filed Trademark applications), the "Newly Acquired Trademarks"); and

B. As of the date hereof (i) all such registered Newly Acquired Trademarks listed on Schedule 1 hereto are existing, in good (i.e., live) standing, and to the best of Grantor's knowledge, valid, subsisting and enforceable, and all filings necessary to maintain the effectiveness of the registrations of all such registered Newly Acquired Trademarks have been made, (ii) all such newly acquired filed Trademark applications listed on Schedule 1 hereto have been properly filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as otherwise disclosed to Grantee in writing, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Newly Acquired Trademarks and newly acquired filed Trademark applications free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]  
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IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

In the presence of and before me, Notary  
Public:

**GRANTOR:**

**ROMARK LABORATORIES, L.C.**

By: \_\_\_\_\_

Name:

Title:

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.

By: \_\_\_\_\_

Name:

Title:

In the presence of and before me, Notary Public:

*Signature Page to Trademark Security Agreement - Supplement*

**SCHEDULE 1 TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**DATED:** \_\_\_\_\_

**TRADEMARK REGISTRATIONS**

Trademark Description

U.S. Registration No.

Date Registered

**TRADEMARK APPLICATIONS**

Trademark Application  
Description

U.S. Application No.

Date Applied