

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trek Diagnostic Systems, Inc.		11/28/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewStar Financial, Inc.		
<b>Street Address:</b>	500 Boylston Street		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2310829	ALAMARBLUE	
Registration Number:	2301646	ARIS	
Registration Number:	2842353	CELLENIUUM	
Registration Number:	2804333	CELLENIUUM	
Registration Number:	2337402	CELLENIUUM	
Registration Number:	2337401	CELLENIUUM	
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	

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**TRADEMARK**  
**REEL: 003440 FRAME: 0821**

Registration Number:	1126962	SENSITITRE
Registration Number:	1113936	SENSITITRE
Registration Number:	2369901	SENSITOUCH
Registration Number:	3010253	SWIN
Registration Number:	2866022	VERSATREK
Registration Number:	3010252	VERSATREK
Registration Number:	2277753	YEASTONE

#### CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

Phone: 6175269771

Email: lchow@proskauer.com

Correspondent Name: Lowell Chow

Address Line 1: One International Place

Address Line 2: Proskauer Rose LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	54154/009
NAME OF SUBMITTER:	J. Colin Sullivan
Signature:	/J. Colin Sullivan/
Date:	12/06/2006

#### 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 November 28, 2006 (as amended from time to time, the “Credit Agreement”) among the Pledgors, NewStar Financial, Inc. as administrative agent (the “Administrative Agent”) for the benefit of the lenders party thereto (the “Lenders”) and the Lenders, pursuant to which the Pledgors have granted to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, 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 Administrative Agent 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 Administrative Agent, for the benefit of the Administrative Agent and Lenders, 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 Administrative Agent hereby acknowledge and agree that the grant of security interest hereunder to the Administrative Agent, and the rights and remedies of the Administrative Agent 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 Administrative Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of November, 2006.

PLEDGORS:

TREK DIAGNOSTIC SYSTEMS, INC.

By: Michael Burke  
Name:  
Title:

TDS HOLDINGS, INC.

By: Michael Burke  
Name:  
Title:

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By: \_\_\_\_\_  
Name: Robert E. Hornstein  
Title: Managing Director – Portfolio Management

IN WITNESS WHEREOF, each of the Pledgors and the Administrative Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of November, 2006.

PLEDGORS:

TREK DIAGNOSTIC SYSTEMS, INC.

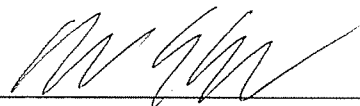
By: \_\_\_\_\_  
Name:  
Title:

TDS HOLDINGS, INC.

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

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By:  \_\_\_\_\_  
Name: Robert E. Hornstein  
Title: Managing Director – Portfolio Management

SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)

REGISTERED TRADEMARKS

Trademark	Registration Number	Country
ALAMARBLUE	2310829	US
ARIS	2301646	US
CELLENIUM	2842353	US
CELLENIUM	2804333	US
CELLENIUM	2337402	US
CELLENIUM	2337401	US
ESP	1808411	US
EZ DRAW	1794215	US
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SENSITOUCH	2369901	US
SWIN	3010253	US
VERSATREK	2866022	US
VERSATREK SOFTWARE	3010252	US
YEASTONE	2277753	US

PENDING TRADEMARKS

None.