

01-23-2007

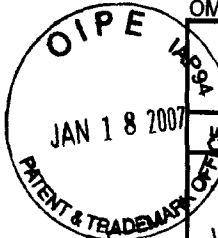
Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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



RE

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1-18-07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Western Institutional Review Board, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Washington
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached?
The Bank of New York,
Name: as Administrative Agent

Internal Address: _____

Street Address: One Wall Street
City: New York
State: New York
Country: USA Zip: 10286

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other New York Banking Corporation Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :
Execution Date(s) January 12, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A attached hereto and made apart hereof

B. Trademark Registration No.(s)
See Schedule A attached hereto and made apart hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey S. Chavkin, Esq.

Internal Address: Bryan Cave LLP

Street Address: 1290 Avenue of the Americas

City: New York
State: New York Zip: 10286
Phone Number: (212) 541-1261
Fax Number: (212) 904-0501
Email Address: jschavkin@bryancave.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$115.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4467 To be charged only in the event of any deficiency in the fee presented herewith
Authorized User Name Bryan Cave LLP

9. Signature: Sharon Elwin January 17, 2007
Signature Date

DBYRNE 00000025 78430218
40.00 OP
75.00 OP
Name of Person Signing Sharon Elwin

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

01/22/2007
01 FC:852
02 FC:852

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Trademarks

<u>Description of Trademark or Trademark Application</u>	<u>Registration or Filing Date</u>	<u>Serial or Registration Number</u>
DAISY	August 4, 2006 – applied for	78/945,203
Western International Review Board	October 27, 1992	1,728,705
WIRB	November 7, 1989	1,565,231
Western Institutional Review Board	November 14, 1989	1,566,536

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 12, 2007 (this "Agreement"), between WESTERN INSTITUTIONAL REVIEW BOARD, INC. (the "Grantor"), THE BANK OF NEW YORK, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (i) the Security Agreement, dated as of January 12, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, WIRB Holdings, Inc. (the "Parent"), the Subsidiary Guarantors party thereto and the Administrative Agent and (ii) the Credit and Guarantee Agreement, dated as of January 12, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Parent, the Lenders party thereto, the Syndication and Documentation Agents, if any, party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, in each case listed on Schedule I, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof and all reissues, continuations, extensions and renewals thereof and amendments thereto, (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto and all other assets, rights and interests that uniquely reflect or embody such goodwill.

Section 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

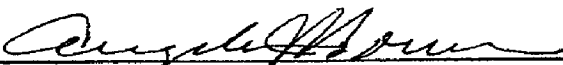
reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Counterparts. This 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 contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 5. Applicable Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WESTERN INSTITUTIONAL REVIEW
BOARD, INC.

By: 
Name: Angela Bowen, M.D.
Title: President

THE BANK OF NEW YORK,
as Administrative Agent

By: _____
Name: Gary S. Herzog
Title: Managing Director

Western Institutional Review Board, Inc. Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WESTERN INSTITUTIONAL REVIEW
BOARD, INC.

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK,
as Administrative Agent

By: *Gary S. Herzog*
Name: Gary S. Herzog
Title: Managing Director

SCHEDULE I

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<u>Description of Trademark or Trademark Application</u>	<u>Registration or Filing Date</u>	<u>Serial or Registration Number</u>
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