

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WIL Research Laboratories LLC		07/17/2007	LIMITED LIABILITY COMPANY:
QS Pharma LLC		07/17/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	20814
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3113769	WIL RESEARCH LABORATORIES
Registration Number:	3060067	
Registration Number:	3212503	WIL
Registration Number:	2882533	QUALITY WITH SPEED

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: kristopher.villarreal@weil.com, phyllis.depaola@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o KristVillarreal
 Address Line 1: 767 5th Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	14082.0282
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CH \$115.00 3113769

NAME OF SUBMITTER:	Kristopher Villarreal
Signature:	/Kristopher Villarreal/
Date:	07/24/2007
Total Attachments: 5 source=Orfila - First Lien Trademark Security Agreement (EXECUTION COPY)_#1781384#page1.tif source=Orfila - First Lien Trademark Security Agreement (EXECUTION COPY)_#1781384#page2.tif source=Orfila - First Lien Trademark Security Agreement (EXECUTION COPY)_#1781384#page3.tif source=Orfila - First Lien Trademark Security Agreement (EXECUTION COPY)_#1781384#page4.tif source=Orfila - First Lien Trademark Security Agreement (EXECUTION COPY)_#1781384#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2007, by each of the entities listed on the signature pages hereof as a grantor (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WIL Research Holding Company, Inc. (the "Borrower"), WRH, Inc., WRH Intermediate Holding, Inc., the Lenders and Issuers party thereto and ACFS, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower have guaranteed the Obligations pursuant to the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Grantor Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title

and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 SECURITY AGREEMENT

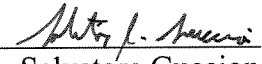
3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

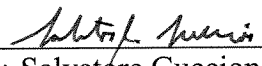
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

WIL RESEARCH LABORATORIES, LLC,
as Grantor

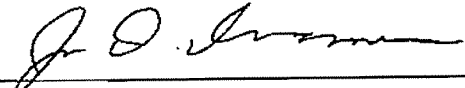
By: 
Name: Salvatore Guccione
Title: Vice President

QS PHARMA LLC,
as Grantor

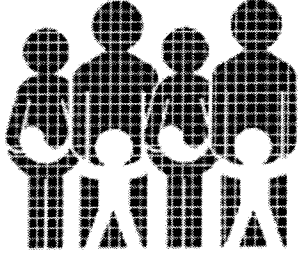
By: 
Name: Salvatore Guccione
Title: Vice President

ACCEPTED AND AGREED
as of the date first written above:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: 
Name: Jon Isaacson
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Registration Number
WIL Research Laboratories, LLC	WIL RESEARCH LABORATORIES, INC.	3113769
WIL Research Laboratories, LLC	Miscellaneous (Human Figures) Design 	3060067
WIL Research Laboratories, LLC	WIL + HUMAN FIGURES DESIGN	3212503
QS Pharma LLC	QUALITY WITH SPEED	2882533