

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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:	Bethesda		
State/Country:	MARYLAND		
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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$115.00 3113769

NAME OF SUBMITTER:	Kristopher Villarreal
Signature:	/Kristopher Villarreal/
Date:	07/25/2007
Total Attachments: 5 source=Orfila Second Lien Trademark Security Agreement (EXECUTION COPY)_#1781382#page1.tif source=Orfila Second Lien Trademark Security Agreement (EXECUTION COPY)_#1781382#page2.tif source=Orfila Second Lien Trademark Security Agreement (EXECUTION COPY)_#1781382#page3.tif source=Orfila Second Lien Trademark Security Agreement (EXECUTION COPY)_#1781382#page4.tif source=Orfila Second Lien Trademark Security Agreement (EXECUTION COPY)_#1781382#page5.tif	

SECOND 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 Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of July 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among WIL Research Holding Company, Inc. (the "Borrower"), WRH, Inc., WRH Intermediate Holding, Inc., WIL Research Laboratories, LLC, QS Pharma LLC, WIL U.S. Acquisition, Inc., Biotechnics, LLC, the Purchasers party thereto and ACFS, as agent for the Purchasers, the Purchasers 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 Purchase agreement; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase agreement and to induce the Purchasers to purchase the Notes issued thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase agreement or in the Second 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 Purchase 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

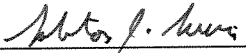
3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security 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]

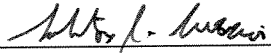
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WIL RESEARCH LABORATORIES, LLC,
as Grantor

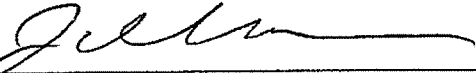
By: 
Name: Salvatore Guccione
Title: Vice President

QS PHARMA LLC,
as Grantor

By: 
Name: Salvatore Guccione
Title: Vice President

ACCEPTED AND AGREED
as of the date first written above:

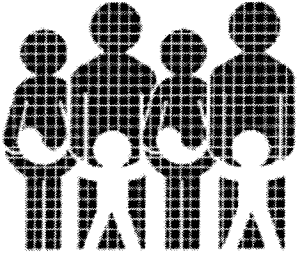
AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: 
Name: Jon Isaacson
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003588 FRAME: 0743

SCHEDULE I
TO
SECOND LIEN 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