

**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>
BIOCONTROL SYSTEMS INC.		08/30/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PUGET SOUND BANK
<b>Street Address:</b>	10500 NE Eighth Street, Suite 1800
<b>City:</b>	Bellevue
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004
<b>Entity Type:</b>	CORPORATION: WASHINGTON

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2055222	1-2 TEST
Registration Number:	1651154	ASSURANCE
Registration Number:	2353251	ASSURESWAB
Registration Number:	2637732	BINARY DETECTION TECHNOLOGY
Registration Number:	1424470	BIOCONTROL
Registration Number:	1684107	COLI COMPLETE
Registration Number:	1665381	COLI CONFIRM
Registration Number:	1587320	COLITRAK
Registration Number:	1603255	COLI TRAK PLUS
Registration Number:	2556568	FLASH
Registration Number:	2005097	LIGHTNING
Registration Number:	2837317	LIGHTNING MVP
Registration Number:	2953032	LIGHTNING MVP TRAX
Registration Number:	2052364	LIGHTNING TRAX

**CH \$465.00 2055222**

Registration Number:	2247929	SIMPLATE
Registration Number:	2021200	VIP
Serial Number:	78780268	ASSURANCE GDS GENETIC DETECTION SYSTEM
Registration Number:	3132789	MEHEC

**CORRESPONDENCE DATA**

Fax Number: (206)757-7700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 206-757-8540  
Email: michelleleibelt@dwt.com  
Correspondent Name: Michelle Leibelt  
Address Line 1: 1201 Third Avenue, Suite 2200  
Address Line 4: Seattle, WASHINGTON 98101-3045

ATTORNEY DOCKET NUMBER:	68692-2
NAME OF SUBMITTER:	Michelle Leibelt
Signature:	/Michelle Leibelt/
Date:	08/31/2007

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is dated as of August 30, 2007, and is made by and between BIOCONTROL SYSTEMS INC., a Delaware corporation (the "Debtor"), and PUGET SOUND BANK (the "Secured Party"). This Agreement restates, replaces and supersedes that certain Trademark Security Agreement dated as of May 27, 2005, by and between the parties.

Debtor and Secured Party hereby agree as follows:

### 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit Agreement, dated as of the date hereof, between Debtor and Secured Party, as amended, restated or supplemented from time to time.

"Foreign PTO" means the applicable patent and trademark office of any foreign country.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Washington

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### 2. Security Interest.

As security for the payment and performance of any and all obligations owing from Debtor to Secured Party, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and

interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(d) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

**3. Supplement to Credit Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**4. Representations and Warranties.** Debtor represents and warrants to Secured Party that a substantially correct list of the existing Collateral consisting of U.S. and foreign trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

**5. Further Acts.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted

hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, any Foreign PTO or any applicable state or other office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO or any Foreign PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**6. Authorization to Supplement.** If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

**7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

**8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Washington, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Washington.

**9. Entire Agreement; Amendment.** This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement or other related loan documents.

**10. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

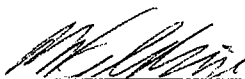
**11. No Inconsistent Requirements.** Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**12. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**13. Notices.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

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

BIOCONTROL SYSTEMS INC.,  
a Delaware Corporation

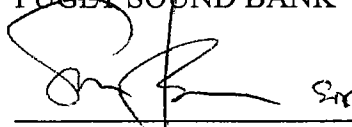


Philip T. Feldsine, President and Chief Executive Officer



Carolyn D. Feldsine, Chief Operating Officer, Sr. Vice President, Secretary and Treasurer

PUGET SOUND BANK



Sean P. Brennan, Senior Vice President

**SCHEDULE A**

**TO THE TRADEMARK SECURITY AGREEMENT**

**DEBTOR: BIOCONTROL SYSTEMS INC.**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP. NO. OR REG. NO.</b>	<b>FILING DATE OR REG. DATE</b>	<b>STATUS</b>
1-2 TEST	UNITED STATES	2055222	April 22, 1997	REGISTERED
ASSURANCE	UNITED STATES	1651154	July 16, 1991	REGISTERED
ASSURESWAB	UNITED STATES	2353251	May 30, 2000	REGISTERED
BIND	UNITED STATES	1831841	April 19, 1994	CANCELLED
BINARY DETECTION TECHNOLOGY	UNITED STATES	2637732	October 15, 2002	REGISTERED
BIOCONTROL	UNITED STATES	1424470	January 13, 1987	REGISTERED
COLI COMPLETE	UNITED STATES	1684107	April 21, 1992	REGISTERED
COLI CONFIRM	UNITED STATES	1665381	November 19, 1991	REGISTERED
COLITRAK	UNITED STATES	1587320	March 20, 1990	REGISTERED
COLITRAK PLUS and Design	UNITED STATES	1603255	June 26, 1990	REGISTERED
FLASH	UNITED STATES	2556568	April 2, 2002	REGISTERED
LIGHTNING	UNITED STATES	2005097	October 1, 1996	REGISTERED
LIGHTNING MVP	UNITED STATES	2837317	April 27, 2004	REGISTERED
LIGHTNING MVP TRAX	UNITED STATES	2953032	May 17, 2005	REGISTERED
LIGHTNING TRAX	UNITED STATES	2052364	April 15, 1997	REGISTERED
SIMPLATE	UNITED STATES	2247929	May 25, 1999	REGISTERED
VIP	UNITED STATES	2021200	December 3, 1996	REGISTERED
ASSURANCE GDS GENETIC DETECTION SYSTEM and Design	UNITED STATES	78/780268	December 23, 2005	PENDING

MEHEC	UNITED STATES	3132789	August 22, 2006	REGISTERED
FLASH	CANADA	TMA568842	October 15, 2002	REGISTERED
SIMPLATE	CANADA	TMA490494	February 25, 1998	REGISTERED
LIGHTNING	CANADA	TMA498616	August 13, 1998	REGISTERED
LIGHTNING	FRANCE	95574063	June 1, 1995	REGISTERED
LIGHTNING	GERMANY	39522717	August 23, 1995	REGISTERED
FLASH	EUROPEAN COMMUNITY	1347343	May 6, 2004	REGISTERED
SIMPLATE	EUROPEAN COMMUNITY	301390	June 14, 1996	REGISTERED
1 2 TEST	EUROPEAN COMMUNITY	176404	June 18, 1998	REGISTERED
BIOCONTROL	EUROPEAN COMMUNITY	176156	April 17, 2001	REGISTERED
VIP	EUROPEAN COMMUNITY	176214	August 13, 1999	REGISTERED
SIMPLATE	JAPAN	4598897	August 23, 2002	REGISTERED
LIGHTNING	JAPAN	4392693	June 16, 2000	REGISTERED
SIMPLATE	JAPAN	4608119	September 27, 2002	REGISTERED