

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

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

WIL Research Laboratories, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Del Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance /Execution Date(s):

Execution Date(s) September 26, 2007

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Amended & Restated Trademark Security Agreement

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

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

Additional sheet(s) attached? ☒ Yes ☐ No

## 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

## 9. Signature:

Laura Konrath

Name of Person Signing

## 6. Total number of applications and registrations involved:

3

## 7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 90

- ☐ 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 232428

Authorized User Name Laura Konrath

Date 10/1/07

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

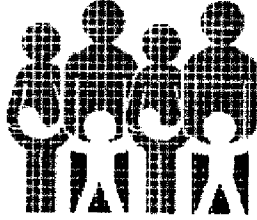
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$90.00 232428 3113769

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TRADEMARK  
REEL: 003631 FRAME: 0876

Continuation  
Item 4SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Registration Number
① WIL Research Laboratories, LLC	WIL RESEARCH LABORATORIES	3113769
WIL Research Laboratories, LLC	Miscellaneous (Human Figures) Design	3060067
②		
③ WIL Research Laboratories, LLC	WIL + HUMAN FIGURES DESIGN	3212503
QS Pharma LLC	QUALITY WITH SPEED	2882533

HY2:177822002\12430021.DOC\14082.0282

AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GECC"), 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 Amended and Restated Credit Agreement, dated as of September 26, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WIL Research Laboratories, LLC, a Delaware limited liability company ("WIL Research"), QS Pharma LLC, a Delaware limited liability company ("QS Pharma"), and together with WIL Research, the "Borrowers", and each individually a "Borrower", WRH, Inc., a Delaware corporation ("Parent"), WRH Intermediate Holding, Inc., a Delaware corporation ("Intermediate Holdings"), WIL Research Holding Company, Inc., a Delaware corporation ("Holdings"), the Lenders and Issuing Lenders at any time party thereto, Freeport Financial LLC, as Documentation Agent, Merrill Lynch Capital, as Syndication Agent and Co-Lead Arranger, and GECC, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrowers 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 Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Amended and Restated Trademark Security Agreement amending and restating that certain Trademark Security Agreement executed in connection with the execution and delivery of the Existing Credit Agreement and dated as of July 17, 2007 (as amended to the date hereof, without giving effect to the amendments and restatements set forth herein, the "Existing 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 Borrowers 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 Amended and Restated 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.

## SECTION 4 AMENDMENT AND RESTATEMENT

4.1 It is the intention of each of the parties hereto that the Existing Trademark Security Agreement be amended and restated in its entirety as set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated 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: Salvatore J. Guccione  
Name: Salvatore Guccione  
Title: Vice President

QS PHARMA LLC,  
as Grantor

By: Salvatore J. Guccione  
Name: Salvatore Guccione  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

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

[Signature Page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated 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

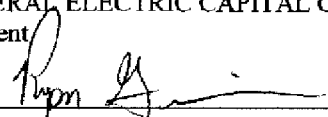
By: \_\_\_\_\_  
Name:  
Title:

QS PHARMA LLC,  
as Grantor

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

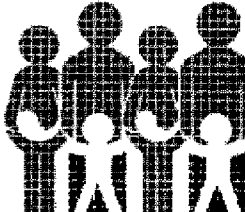
ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Ryan Guenin  
Title: Duly Authorized Signatory

[Signature Page to Amended and Restated Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

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