

**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>
Diabetes and Glandular Disease Research Associates, Inc.		01/02/2008	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freeport Financial LLC, as US Agent		
<b>Street Address:</b>	500 W. Madison Street		
<b>Internal Address:</b>	Suite 2700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78945519	DGD RESEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	039250-0057		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>Signature:</b>	/gdg/		

OP \$40.00 78945519

Date:

01/02/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 2, 2008, by DIABETES AND GLANDULAR DISEASE RESEARCH ASSOCIATES, INC., a Texas corporation ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as US Agent ("US Agent") for the benefit of the Beneficiaries (as such term is defined herein).

### WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated March 14, 2007 by and among PRACS Institute, Ltd., a North Dakota corporation ("US Borrower"), Allied Research Holdings Inc., a company organized under the laws of the province of Ontario ("Canadian Borrower" and together with US Borrower, the "Borrowers"), Grantor, the other Persons named therein as Loan Parties, US Agent, Bank of Montreal ("Canadian Agent") and the financial institutions from time to time party thereto as Lenders ("Lenders") (US Agent, Canadian Agent and Lenders, are collectively referred to herein as the "Beneficiaries") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), US Lenders have agreed to make the US Loans to US Borrower and Lenders have agreed to make the Canadian Loans to Canadian Borrower;

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have joined to, and delivered to US Agent, for itself and the ratable benefit of the Beneficiaries, that certain Third Amended and Restated Security Agreement dated as of the March 14, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to US Agent, for itself and the ratable benefit of the Beneficiaries, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to US Agent, on behalf of the Beneficiaries, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including 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

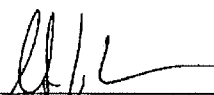
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to US Agent, on behalf of the Beneficiaries, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US 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 page follows]

IN WITNESS WHEREOF, 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.

DIABETES AND GLANDULAR  
DISEASE RESEARCH ASSOCIATES,  
INC., a Texas corporation, as Grantor

By:   
Name: Christopher Bock  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as US Agent

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

[Signature Page to Trademark Security Agreement]

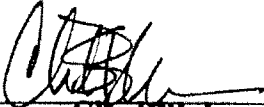
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIABETES AND GLANDULAR  
DISEASE RESEARCH ASSOCIATES,  
INC., a Texas corporation, as Grantor

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

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as US Agent

By:  \_\_\_\_\_  
Name: **Chad Blakeman**  
Title: **Senior Managing Director**

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003687 FRAME: 0958

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

TRADEMARKS

Serial Number	Reg. Number	Word Mark/Design Drawing Code	Owner	Jurisdiction
78945519	N/A	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Diabetes and Glandular Disease Research Associates, Inc.	United States

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

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**RECORDED: 01/02/2008**

**TRADEMARK  
REEL: 003687 FRAME: 0959**