

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

OP \$40.00 78945519

Date:

01/07/2008

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "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 Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of October 17, 2006 by and among PRACS Institute, Ltd. ("Borrower"), Grantor, the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have joined to, and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Lien Security Agreement dated as of October 17, 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 Agent, for itself and the ratable benefit of Lenders, 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 Agent, on behalf of the Lenders, a continuing 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.

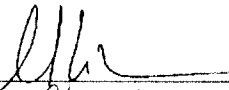
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies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

4. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject in all respects to the terms of the Intercreditor Agreement.

[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 Agent

By: _____
Name: _____
Title: _____

[Signature Page to Second Lien 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 Agent

By:  _____
Name: **Chad Blakeman**
Title: **Senior Managing Director**

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003690 FRAME: 0597

**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: 01/07/2008

**TRADEMARK
REEL: 003690 FRAME: 0598**