

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Notice		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Institute for Medical Education & Research, Inc.		03/20/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3041607		
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-350-7729		
Email:	bsmith@winston.com		
Correspondent Name:	James W. Ewing c/o Winston & Strawn LLP		
Address Line 1:	100 N. Tryon Street, Suite 3300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	080393.07007		
NAME OF SUBMITTER:	James W. Ewing		
Signature:	/James W. Ewing/		

CH \$40.00 3041607

Date:

03/24/2008

Total Attachments: 4

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TRADEMARK SECURITY NOTICE

Trademark Security Notice (this "Agreement") dated as of March 20, 2008 by and between INSTITUTE FOR MEDICAL EDUCATION & RESEARCH, INC., a Florida corporation (the "Grantor"), having its chief executive office at 7501 Wisconsin Avenue, Suite 705, Bethesda, Maryland 20814 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the Secured Parties as defined in the Credit Agreement, dated as of March 20, 2008 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between UNITED BIOSOURCE CORPORATION, as the Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of March 20, 2008 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Collateral Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) each Trademark, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A; and
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark.

In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

INSTITUTE FOR MEDICAL EDUCATION &
RESEARCH, INC., as Grantor

By: 
Name: John B. Mariano Jr.
Title: Vice President

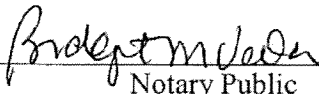
ACKNOWLEDGMENT

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I, Bridget Veith, a Notary Public for said County and State, do hereby certify that John B. Mariano Jr. personally appeared before me this day and stated that (s)he is Vice President of Institute for Medical Education & Research, Inc. and acknowledged, on behalf of Institute for Medical Education & Research, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 20th day of March, 2008.


Notary Public

My commission expires:

11-19-2008

BRIDGET M. VEITH
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES 11/19/2008

[Signature Pages Continue]

Agreed and Accepted as of the
20th day of March, 2008.

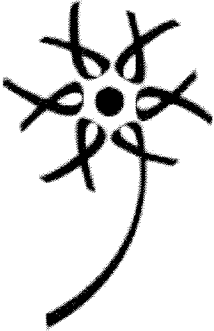
WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Joseph C. Costa
Name: Joseph C. Costa
Title: Senior Vice President

Schedule A to Trademark Security Notice

TRADEMARKS

**TRADEMARKS OWNED BY INSTITUTE FOR MEDICAL EDUCATION &
RESEARCH, INC.**

<u>Mark</u>	<u>Ser. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status</u>
 <p>(Design)</p>	Reg. No. 3,041,607	Filing Date: 1/6/2005 Reg. Date: 1/10/2006	