

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
AFFLINK, LLC		05/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1525 West W.T. Harris Blvd., NCO680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	76254503	AFFLAB AFFILIATED LABORATORIES
Serial Number:	76253123	AFFLINK
Serial Number:	76253221	ELECTRA CHEM
Serial Number:	76253219	KUSTOM KARE AFFILIATED LABORATORIES
Serial Number:	76260411	M MATTERHORN FOR PEAK PERFORMANCE
Serial Number:	76260410	MEASURE PAK
Serial Number:	76253220	PROTO CARE AL AFFILIATED LABORATORIES
Serial Number:	76637055	AFFCLEAN
Serial Number:	76081985	AFFEX
Serial Number:	76040922	AFFEX
Serial Number:	76611994	AFFEX DELUXE
Serial Number:	76439991	AFFLAB
Serial Number:	76552830	AFFMAT
Serial Number:	76366366	AFFPRINT

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Serial Number:	76605456	AFFZORB
Serial Number:	76372849	ALL HANDS
Serial Number:	76253222	BANDIT
Serial Number:	76377688	CLASSIC TOUCH
Serial Number:	76347095	EC-DOX
Serial Number:	76597890	ELITEHEALTH
Serial Number:	76637056	GREEN ORIGIN
Serial Number:	76651746	HALO
Serial Number:	76518261	ISYS
Serial Number:	76568803	NVIROMASTER
Serial Number:	76508485	PROTO CARE
Serial Number:	76552832	SAFETYLINK
Serial Number:	76288889	SELECTHEALTH
Serial Number:	76373162	TOUGH MASTER
Serial Number:	76373161	TRAFI CARE
Serial Number:	77080636	AFFPACK
Serial Number:	76604954	SAFETYLINK

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 2: Suite 3900
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	080393.07151
NAME OF SUBMITTER:	Kimberly A. Eckhart
Signature:	/Kimberly A. Eckhart/
Date:	05/29/2008

Total Attachments: 5
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of May 23, 2008, by and between AFFLINK, LLC, a limited liability company formed under the laws of Delaware (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 23, 2008 (in such capacity, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

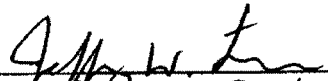
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

AFFLINK, LLC

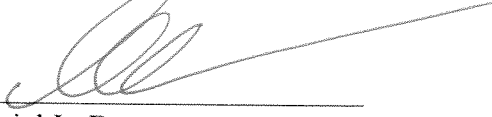
By: 
Name: Jeffrey W. Fender
Title: Vice President

Trademark Grant Signature Page

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____



Name: Daniel L. Denton
Title: Director

Schedule I
AFFLINK, LLC

Mark	Serial No.	Reg. No.
AFFLAB AFFILIATED LABORATORIES & Design	76/254,503	2,710,611
AFFLINK (Stylized)	76/253,123	2,515,332
ELECTRA CHEM	76/253,221	2,668,213
KUSTOM KARE AFFILIATED LABORATORIES & Design	76/253,219	2,671,298
M MATTERHORN FOR PEAK PERFORMANCE & Design	76/260,411	2,634,569
MEASURE PAK & Design	76/260,410	2,685,538
PROTO CARE AFFILIATED LABORATORIES & Design	76/253,220	2,731,218
AFFCLEAN	76/637,055	3,124,153
AFFEX	76/081,985	2,664,030
AFFEX	76/040,922	2,579,853
AFFEX DELUXE	76/611,994	3,159,514
AFFLAB	76/439,991	2,726,980
AFFMAT	76/552,830	2,972,283
AFFPRINT	76/366,366	2,744,432
AFFZORB	76/605,456	3,117,704
ALL HANDS	76/372,849	2,666,320
BANDIT	76/253,222	2,703,765
CLASSIC TOUCH	76/377,688	2,659,310
EC-DOX	76/347,095	2,657,393
ELITEHEALTH	76/597,890	3,104,447
GREEN ORIGIN	76/637,056	3,272,738
HALO	76/651,746	3,268,899
ISYS	76/518,261	3,344,615
NVIROMASTER	76/568,803	2,934,467
PROTO CARE	76/508,485	2,808,433
SAFETYLINK	76/552,832	2,995,612
SELECTHEALTH	76/288,889	2,717,954
TOUGH MASTER	76/373,162	2,671,881
TRAFI CARE	76/373,161	2,666,324
AFFPACK	77/080,636	N/A
SAFETYLINK	76/604,954	N/A