

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
BIOBRIGHT, LLC		05/30/2008	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK		
Street Address:	500 Seventh Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018-4502		
Entity Type:	BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3124637	BIO-BRIGHT	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	13737/9		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
Signature:	/Vanessa A. Ignacio/		

CH \$40.00 3124637

Date:

06/02/2008

Total Attachments: 5

source=sterling National Bank (BioBright LLC TM Sec Interest)#page1.tif

source=sterling National Bank (BioBright LLC TM Sec Interest)#page2.tif

source=sterling National Bank (BioBright LLC TM Sec Interest)#page3.tif

source=sterling National Bank (BioBright LLC TM Sec Interest)#page4.tif

source=sterling National Bank (BioBright LLC TM Sec Interest)#page5.tif

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 30, 2008, is executed by **BIOBRIGHT, LLC**, a New York limited liability company (the "Grantor"), in favor of **STERLING NATIONAL BANK**, as the secured party (in such capacity, the "Secured Party").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor and the other Borrowers (as defined in the Credit Agreement), as borrower, and the Secured Party, as lender, the Secured Party has agreed to extend loans and other financial accommodations to the Grantor and the other Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Grantor and other entities party thereto from time to time have entered into that certain Pledge and Security Agreement, dated as of May 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is:

Sterling National Bank
500 Seventh Avenue, 10th Floor
New York, New York 10018-4502
Facsimile: 212-869-5579
Attn: Joseph Costanza
Senior Vice President
Managing Director, Asset Based Lending


With a copy to:

Lowenstein Sandler PC
1251 Avenue of the Americas
18th Floor
New York, New York 10020
Facsimile: 973.422.6809
Attn: Lowell A. Citron, Esq.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

BIOBRIGHT, LLC

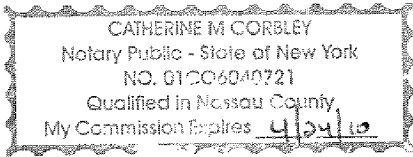
By: 
Name: Lonnie Fine
Title: President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
 COUNTY OF Nassau)

On May, 2008, before me, Catherine M. Corbley,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
 personally appeared Lonnie Fine,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Catherine M. Corbley
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Date of Document

Signer is Representing:
 Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS	REGISTRATION NUMBER	DATE
BIO-BRIGHT	3124637	August 1, 2006

2047263-1

RECORDED: 06/02/2008

**TRADEMARK
REEL: 003787 FRAME: 0305**