

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
ITEL Laboratories, Inc.		05/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3350059	THE SCIENCE OF FAIR SETTLEMENT	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-11		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	06/03/2008		

CH \$40.00 3350059

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 30, 2008, is between **ITEL LABORATORIES, INC.**, a Delaware corporation ("Grantor"), and **GOLUB CAPITAL INCORPORATED**, a New York corporation, as administrative agent (in such capacity, "Grantee"), for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement (as hereinafter defined)). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Trademarks listed on **Schedule 1** annexed hereto, and is a party to the Trademark Licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto, the Lenders party thereto and Golub Capital Incorporated, a New York corporation, as revolver agent, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark owned by Grantor, including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto;
- (2) each Trademark License referred to in **Schedule 2** annexed hereto;

(3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark License owned by Grantor.

Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement for the purpose of registering the security interest of Grantee in the Trademark Collateral with the United States Patent and Trademark Office and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

The release provisions of Sections 6.15 and 6.16 of the Security Agreement are hereby incorporated by reference, *mutatis mutandis*.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

ITEL LABORATORIES, INC., a
Delaware corporation

By: 

Name: Howard C. Walker III

Title: Vice President and Secretary

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: Andrew Steuerman
Name: ANDREW STEUERMAN
Title: MANAGING DIRECTOR

Trademark Security Agreement

TRADEMARK
REEL: 003787 FRAME: 0471

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
THE SCIENCE OF FAIR SETTLEMENT	3350059	12/04/2007

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
None.		

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
None.		

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
None.		

Schedule 2 to Trademark Security Agreement

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None.