

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
DNA Diagnostics Center, Inc.		10/17/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	551 Madison Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3207578	DDC	
Registration Number:	3205186	DDC	
Registration Number:	3205185	DNA DIAGNOSTICS CENTER	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00015		
NAME OF SUBMITTER:	Carole Dobbins		

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Signature:	/Carole Dobbins/
Date:	10/17/2008
Total Attachments: 6 source=DNA Diagnostics trademark security agreement#page1.tif source=DNA Diagnostics trademark security agreement#page2.tif source=DNA Diagnostics trademark security agreement#page3.tif source=DNA Diagnostics trademark security agreement#page4.tif source=DNA Diagnostics trademark security agreement#page5.tif source=DNA Diagnostics trademark security agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2008, is between **DNA DIAGNOSTICS CENTER, INC.**, an Ohio corporation (the "Grantor"), and **GCI CAPITAL MARKETS LLC**, a New York limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

RECITALS

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

WHEREAS, DDC Center Inc., a Delaware corporation (the "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, DDC-MTS Holdings, Inc., a Delaware corporation, the Lenders party thereto and GCI Capital Markets LLC, a New York limited liability company, as revolver agent, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, as a subsidiary of Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly 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 of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications 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 and Grantee hereby agree as follows:

1. Grant of Security Interest

a. 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:

i. each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; each Trademark license referred to in **Schedule 2** annexed hereto;

ii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

iii. 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 registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

b. This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement 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.

2. Modifications. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement.

3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


4. Successors and Assigns. This Agreement or any provision hereof may not be assigned, transferred or delegated except in accordance with the successor provisions of the Security Agreement.

5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement in any number of counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[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.

DNA DIAGNOSTICS CENTER, INC., an
Ohio corporation

By: 
Name: Kenyan C. Boschbery
Title: president

Acknowledged:

GCI CAPITAL MARKETS LLC,
a New York limited liability company,
as Administrative Agent

By: _____
Name: _____
Title: _____

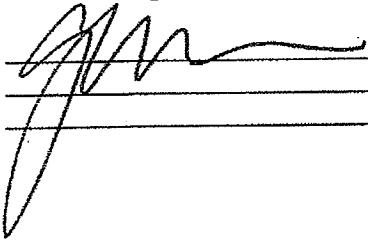
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

DNA DIAGNOSTICS CENTER, INC., an Ohio corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GCI CAPITAL MARKETS LLC,
a New York limited liability company,
as Administrative Agent

By:  _____
Name: _____
Title: _____

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Owner: DNA Diagnostics Center, Inc.

Country	Trademark	Status	Application Number	Filing Date	Registration Number
United States	DDC	Registered	78/681534	29-Jul-2005	3207578
United States	DDC (Stylized)	Registered	78/681542	29-Jul-2005	3205186
United States	DNA DIAGNOSTICS CENTER	Registered	78/681539	29-Jul-2005	3205185

Schedule 2 to Trademark Security Agreement

TRADEMARK LICENSES

None.

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