Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Amendment to Trademark Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Triad Isotopes, Inc.		12/23/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	GE Business Financial Services Inc.	
Street Address:	500 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3513887	ICL
Registration Number:	3533221	TRIAD ISOTOPES
Registration Number:	3533223	TRIAD ISOTOPES PATIENT FOCUSED. COMMUNITY DRIVEN.
Serial Number:	77324423	INSTITUTE OF CLINICAL LEARNING
Serial Number:	77324538	ICL INSTITUTE OF CLINICAL LEARNING
Serial Number:	77297189	TRIAD ISOTOPES PATIENT FOCUSED. COMMUNITY DRIVEN.
Serial Number:	77297177	TRIAD ISOTOPES

#### **CORRESPONDENCE DATA**

(312)993-9767 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

**REEL: 003908 FRAME: 0773** 

**TRADEMARK** 900123385

Address Line 2: Latham & Watkins LLP Address Line 4: Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	025646-0499	
NAME OF SUBMITTER:	Zeynep Gieseke	
Signature:	/zg/	
Date:	12/23/2008	
Total Attachments: 4 source=Amendment to Trademark Security Agreement#page1.tif source=Amendment to Trademark Security Agreement#page2.tif source=Amendment to Trademark Security Agreement#page3.tif source=Amendment to Trademark Security Agreement#page4.tif		

TRADEMARK
REEL: 003908 FRAME: 0774

## **Amendment to Trademark Security Agreement**

Amendment to Trademark Security Agreement, dated as of December 23, 2008, by Triad Isotopes, Inc. ("Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

#### $\underline{\mathbf{W}}$ ITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 29, 2006 (the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Grantor executed and delivered a Trademark Security Agreement dated as of December 29, 2006 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on January 5, 2007 at Reel 3455, Frame 0993.

Now, Therefore, in consideration of the premises, the Grantor hereby agrees with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. 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. <u>Amendment</u>. Schedule I attached to the Existing Trademark Security Agreement is hereby amended and supplemented by adding thereto the Trademarks of Grantor listed on Schedule I attached hereto (the "<u>Additional Trademarks</u>"), and the Grantor hereby confirms, ratifies and acknowledges the pledge and the grant to the Administrative Agent for the benefit of the Secured Parties of a lien on and security interest in the Additional Trademarks.
- SECTION 3. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Additional Trademarks 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. In the event that any provision of this Amendment to Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.
- SECTION 4. <u>Ratification</u>. Except as specifically set forth above, the Existing Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.
- SECTION 5. <u>Counterparts</u>. This Amendment to 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 Amendment to Trademark Security Agreement by signing and delivering one or more counterparts.

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TRADEMARK REEL: 003908 FRAME: 0775 IN WITNESS WHEREOF, Grantor has caused this Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized affer as of the date first set forth above.

Very truly yours,

TRIAD ISOTOPES, INC.

By:

Name:

Name:

Title:

Substitute Substitute Services Inc.

(formerly known as Merrill Lynch Capital, a division of Marrill Lynch Business Financial Services Inc.),
as Administrative Agent

By:

Name: Title:

[Signature Page to Amendment to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very	truly yours,
TRL	AD ISOTOPES, INC.
Ву:	
	Name:
	Title:

Accepted and Agreed:

GE BUSINESS FINANCIAL SERVICES INC.

(formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.),

as Administrative Agent

Name

Duly Authorized Signatory

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# 1. REGISTERED TRADEMARKS

Owner	<u>Trademark</u>	Registration Number	Application Date
Triad Isotopes, Inc.	ICL	3513887	October 7, 2008
Triad Isotopes, Inc.	Triad Isotopes	3533221	November 18, 2008
Triad Isotopes, Inc.	Triad Isotopes Patient Focused.	3533223	November 18, 2008
	Community Driven		

# 2. TRADEMARK APPLICATIONS

Owner	<u>Trademark</u>	Serial Number	Application Date
Triad Isotopes, Inc.	Institute of Clinical Learning	77/324423	November 8, 2007
Triad Isotopes, Inc.	ICL Institute of Clinical Learning	77/324538	November 8, 2007
Triad Isotopes, Inc.	Triad Isotopes Patient Focused. Community Driven	77/297189	October 5, 2007
Triad Isotopes, Inc.	Triad Isotopes	77/297177	October 5, 2007

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**RECORDED: 12/23/2008** 

TRADEMARK REEL: 003908 FRAME: 0778