

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIOVIGILANT SYSTEMS, INC.		03/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	YAMATAKE CORPORATION
Street Address:	2-7-3 Marunouchi
City:	Chiyoda-ku, Tokyo
State/Country:	JAPAN
Postal Code:	100-6419
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3453801	BIOVIGILANT
Registration Number:	3525824	IMD
Serial Number:	78827615	IMD-A
Serial Number:	78827624	IMD-L
Serial Number:	77378352	PHARMAMASTER
Serial Number:	77241255	BIOMASTER
Serial Number:	78830546	BIOVIGILANT

CORRESPONDENCE DATA

Fax Number: (602)229-5690
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 602-229-5228
 Email: noehler@quarles.com
 Correspondent Name: Heather L. Buchta
 Address Line 1: Two North Central Avenue
 Address Line 2: One Renaissance

CH \$190.00 3453801

Address Line 4: Phoenix, ARIZONA 85004-2391

ATTORNEY DOCKET NUMBER:

981009.00013

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Heather L. Buchta

Signature:

/Heather L. Buchta/

Date:

03/27/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT (this "Agreement"), is made and entered into as of March 27, 2009, by and between BIOVIGILANT SYSTEMS, INC., a Delaware corporation ("Pledgor"), in favor of YAMATAKE CORPORATION, a Japanese corporation ("Lender").

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement of on or about even date herewith (the "Security Agreement"), executed by Pledgor and Lender, pursuant to which Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement of on or about even date herewith, executed by Pledgor and Lender, Pledgor hereby agrees with Lender 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, and Assignment of, Trademark Collateral. Pledgor hereby pledges and grants to Lender a lien on and security interest in and to, and Pledgor hereby assigns and transfers to Lender, all of Pledgor's right, title and interest in, to and under all the following:

- (a) the trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such trademarks;
- (c) all rights to the payment of license fees and any other sums arising from or in connection with the exploitation of such trademarks; and
- (d) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of Lender 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Lender shall otherwise determine.

SECTION 4. Termination. Upon the full payment of the Obligations (other than contingent obligations with respect to unasserted claims), Lender shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge,

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grant, assignment, lien and security interest in the trademarks under this Agreement.

SECTION 5. Scrivener Error. Where a mutual mistake, inadvertent error, or typographical error has been made in the identification, or legal description, of any trademark right or matter in Schedule I ("Scrivener Error"), Pledgor will use good faith to promptly perform all acts, make all corrections, sign all documents, and provide Lender with all assistance to give legal effect to a correction of any such Scrivener Error as if the same had not been present in Schedule I.

[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOVIGILANT SYSTEMS, INC., a Delaware corporation

By: Edward F. Manger

Its: PRESIDENT + CEO

Accepted and Agreed:

YAMATAKE CORPORATION, a Japanese corporation

By: _____

Its: _____

[Signature Page – Trademark Security Agreement And Assignment]

EXECUTION COPY

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOVIGILANT SYSTEMS, INC., a Delaware corporation

By: _____

Its: _____

Accepted and Agreed:

YAMATAKE CORPORATION, a Japanese corporation


By: Kiyofumi Saito

Its: Senior Managing Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Registered trademarks

- i. United States
 - a. BIOVIGILANT and Design 
Registration No. 3,453,801
 - b. IMD - Registration No. 3,525,824
- ii. Japan - BIOVIGILANT - Registration No. 5009790
- iii. Taiwan - BIOVIGILANT - Registration No. 01302087
- iv. South Korea – BIOVIGILANT - Registration No. 450021288
- v. European Union – BIOVIGILANT - Registration No. 5206339

2. Pending applications – See Appendix C

- i. United States
 - a. IMD-A - Serial No. 78/827,615
 - b. IMD-L - Serial No. 78/827,624
 - c. PHARMAMASTER - Serial No. 77/378,352
 - d. BIOMASTER - Serial No. 77/241,255
 - e. BIOVIGILANT - Serial No. 78/830,546
- ii. China
 - a. BIOVIGILANT - Serial No. 5531027 (class 42)
 - b. BIOVIGILANT - Serial No. 5531026 (class 9)
 - c. BIOVIGILANT - Serial No. 5531028 (class 37)
 - d. BIOVIGILANT - Serial No. 5531029 (class 41)
- iii. India
 - a. BIOVIGILANT – Serial No. 1477680
 - b. INSTANTANEOUS MICROBIAL DETECTION – Serial No. 1477679

3. Common Law Trademarks – not registered

- i. THE CLOCK AND HANDS PICTURE
Used on marketing materials; Filing of application for registration to be evaluated
- ii. BIOTM
Application for registration to be filed
Used in Security Business Unit
- iii. BIOTRIGGER
Application for registration to be filed
Used in Security Business Unit