

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
APEX ANALYTIX, INC.		04/28/2009	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	UNION BANK, N.A., as Administrative Agent
Street Address:	445 S. Figueroa Street, 13th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3303447	FIRSTSTRIKE
Registration Number:	3051963	A/PEX
Registration Number:	3525625	APEXANALYTIX
Serial Number:	77510932	FIRSTSTRIKE
Serial Number:	77510092	RECOVER.PREVENT.IMPROVE.
Registration Number:	3160252	FIRSTVENDOR
Registration Number:	3202689	FIRSTVIEW
Registration Number:	3365128	DETECT. RECOVER. PREVENT.
Registration Number:	2756658	IINQUIRE
Registration Number:	2190732	A/PEX

CORRESPONDENCE DATA

Fax Number: (213)680-6499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900132786

**TRADEMARK
 REEL: 003978 FRAME: 0044**

CH \$265.00 3303447

Phone: 213-680-6764
Email: kimberli.walker@bingham.com
Correspondent Name: Kimberli Walker
Address Line 1: 355 South Grand Avenue, Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0000339719
NAME OF SUBMITTER:	Kimberli Walker
Signature:	/Kim Walker/
Date:	04/28/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, extended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of April 28, 2009, is made by each of the Persons listed on the signature pages hereto (each a "Grantor" and collectively "Grantors"), jointly and severally in favor of the Administrative Agent (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of April 28, 2009, by and among APEX Analytix Holding Corp., a Delaware corporation, and APEX Acquisition Corp., a North Carolina corporation, as borrowers (each a "Borrower" and collectively, "Borrowers"), the lenders from time to time a party thereto (each a "Lender" and collectively, the "Lenders"), and Union Bank, N.A., as the administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders are making certain credit facilities available to Borrowers.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Security Agreement dated as of April 28, 2009 (including all exhibits and/or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and that Grantors shall grant security interests to the Administrative Agent as therein provided.

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. **Defined Terms.** This Agreement is one of the "Loan Documents" referred to in the Credit Agreement. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and any Trademark licensed under any license agreement including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any license agreement or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license agreement.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency or other similar proceeding involving any Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent to modify this Agreement unilaterally by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and any party hereto may execute any counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts of this Trademark Security Agreement when taken together shall be deemed to be but one and the same instrument. Execution of any such counterpart may be evidenced by a telecopier or electronic transmission of the signature of such party.

7. Construction. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular,

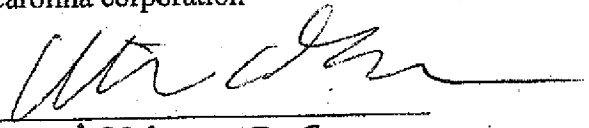
references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of such a writing and any writing so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Remainder of page intentionally left blank; signature pages follow.]

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

GRANTORS:

APEX ANALYTIX, INC.,
a North Carolina corporation

By: 
Name: William D. Green
Title: CFO

ACCEPTED AND AGREED AS OF THE
DATE FIRST ABOVE WRITTEN:

"Administrative Agent"

UNION BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

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

GRANTORS:

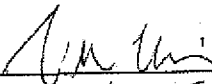
APEX ANALYTIX, INC.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED AS OF THE
DATE FIRST ABOVE WRITTEN:

"Administrative Agent"

UNION BANK, N.A.,
as Administrative Agent

By: 
Name: Vik Thandani
Title: VP, Structured Finance

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Existing and Pending Trademarks

TRADEMARK	REGISTRATION OR APPLICATION NUMBER	DATE FILED OR REGISTERED
FIRSTSTRIKE	Reg. No. 3303447	Reg. Date: October 2, 2007
A/PEX	Reg. No. 3051963	Reg. Date: January 31, 2006
APEXANALYTIX	Reg. No. 3525625	Reg. Date: October 28, 2008
FIRSTSTRIKE	App. No. 77510932	File Date: June 30, 2008
RECOVER. PREVENT. IMPROVE.	App. No. 77510092	File Date: June 27, 2008
FIRSTVENDOR*	Reg. No. 3160252	Reg. Date: October 17, 2006
FIRSTVIEW*	Reg. No. 3202689	Reg. Date: January 23, 2007
DETECT. RECOVER. PREVENT.*	Reg. No. 3365128	Reg. Date: January 8, 2008
IINQUIRE*	Reg. No. 2756658	Reg. Date: August 26, 2003
A/PEX*	Reg. No. 2190732	Reg. Date: September 22, 1998

*Note that APEX Analytix, Inc. intends to let these trademarks expire on their renewal dates.