

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
United Laboratories Inc.		09/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank (Chicago)		
Street Address:	222 S. Riverside Plaza, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77231804	UNITED LABORATORIES	
Serial Number:	77186075	SMART SOLVE	
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:	210196-9		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	09/25/2009		

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Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, UNITED LABORATORIES INC., a Delaware corporation the "Grantor") with principal offices at 320 37th Avenue, St. Charles, Illinois 60174, hereby assigns and grants to FIFTH THIRD BANK (CHICAGO) with principal offices at 222 S. Riverside Plaza, Suite 3000, Chicago, Illinois 60606 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

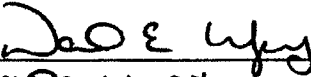
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor and the Grantee, and the Grantee, dated as of November 6, 2003 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

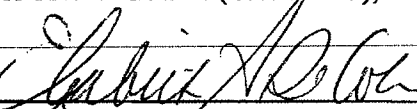
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day
of September, 2009.

UNITED LABORATORIES INC., Grantor

By: 
Name: Daniel E Toling
Title: CEO

FIFTH THIRD BANK (CHICAGO), Grantee

By: 
Name: Elizabeth Di Cola
Title: Vice President

SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>
United Laboratories	77231804	07/17/07
Smart Solve	77186075	05/21/07

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