

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Andrews International, Inc.		10/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC, as collateral agent		
<b>Street Address:</b>	299 Park Avenue		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77689076	VERASYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2783		
<b>Email:</b>	nicholas.corrado@srz.com		
<b>Correspondent Name:</b>	N. Corrado c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.0917		
<b>NAME OF SUBMITTER:</b>	Nicholas Corrado (014951.0917)		
<b>Signature:</b>	/kc for nc/		

CH \$40.00 77689076

**900146067**

**TRADEMARK  
 REEL: 004084 FRAME: 0124**

Date:

10/23/2009

**Total Attachments: 4**

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Andrews International, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 3, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for the Agents and the Lenders thereunder (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 23, 2009.

ANDREWS INTERNATIONAL, INC.

By: *[Signature]*  
Name: *RANDY ANDREWS*  
Title: *CEO*

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of October, 2009, before me personally came \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the \_\_\_\_\_ of Andrews International, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Andrews International, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

*\* Please see attached CA All-purpose Ack.*

\_\_\_\_\_  
[NOTARY SEAL]

*[Signature]*

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On Oct. 22, 2009 before me, Hilda B. Moreno Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Randy Andrews  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Security Agreement Supplemental Page  
Document Date: \_\_\_\_\_ Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

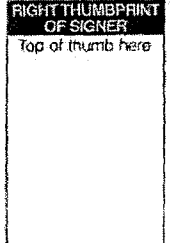
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Marks

Listed Owner	Trademark	Registration	Logo
Andrews International, Inc. (as assignee of Verasys, Inc.)	Verasys	Federal Registration Number: 77/689,076 Application Date: March 12, 2009	N/A

DOC ID-10987608.1