

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Supplement to the IP Security Agreement to Add EMLab P&K, LLC as a Grantor

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMLab P&K, LLC		04/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77195194	EMLAB P & K
Serial Number:	76544309	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS
Serial Number:	78457437	EMLAB
Serial Number:	78721307	EMLAB
Serial Number:	78721310	·EMLAB· ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

OP \$140.00 77195194

ATTORNEY DOCKET NUMBER:	09631.009145
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	04/05/2010
Total Attachments: 9 source=Second Supplement to IP Security Agreement#page1.tif source=Second Supplement to IP Security Agreement#page2.tif source=Second Supplement to IP Security Agreement#page3.tif source=Second Supplement to IP Security Agreement#page4.tif source=Second Supplement to IP Security Agreement#page5.tif source=Second Supplement to IP Security Agreement#page6.tif source=Second Supplement to IP Security Agreement#page7.tif source=Second Supplement to IP Security Agreement#page8.tif source=Second Supplement to IP Security Agreement#page9.tif	

**SECOND SUPPLEMENT TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Supplement to the Intellectual Property Security Agreement, dated as of April 5, 2010 (the "Second Supplement"), is made pursuant to the Intellectual Property Security Agreement dated December 29, 2006, (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), and is made by each of the signatories hereto (collectively, the "Grantors") in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("GE Capital") (as successor-in-interest to American Capital Financial Services, Inc. and The Bank of New York Mellon), as agent for the Lenders (in such capacity, "Agent") (as defined in the Credit Agreement referred to below). Capitalized terms used in this Second Supplement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

WHEREAS, pursuant to that certain Credit Agreement, dated December 29, 2006, by and among TESTAMERICA ENVIRONMENTAL SERVICES LLC, a Delaware limited liability company ("Parent"); AEROTECH HOLDINGS, INC., a Delaware corporations ("Aerotech"); AMERICAN HOME LABORATORIES, INC., a California corporation ("AH"); TESTAMERICA HOLDINGS, INC., a Delaware corporation (successor in interest to TestAmerica Analytical Testing Corp., "TAH" and, together with Parent, AH and Aerotech, each a "Guarantor" and collectively the "Guarantors"), TESTAMERICA AIR EMISSION CORP., a Delaware corporation; TESTAMERICA DRILLING CORP., a Delaware corporation; TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC., a California corporation; TESTAMERICA LABORATORIES, INC. (f/k/a Severn Trent Laboratories, Inc. and successor-in-interest to SEQ Corp.) a Delaware corporation; EN NOVATIVE TECHNOLOGIES, INC., a Delaware corporation; P & K MICROBIOLOGY SERVICES, INC., a Delaware corporation; Q.E.D. ENVIRONMENTAL SYSTEMS, INC., a Michigan corporation; and AEROTECH LABORATORIES, INC., an Arizona corporation (each a "Borrower" and collectively the "Borrowers" and, together with Guarantors, each a "Loan Party" and collectively the "Loan Parties"), American Capital Financial Services, Inc. (as predecessor agent) and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders agreed, among other things, subject to the terms and conditions set forth therein, to make loans and other credit accommodations to the Borrowers (collectively, the "Loans");

WHEREAS, by executing and delivering this Agreement, EMLab P&K, LLC hereby becomes a party to the IP Security Agreement and subject to the terms and conditions set forth thereunder with the same force and effect as if originally named as a "Grantor" and agrees that all references to the term "Grantor" in the IP Security Agreement shall be deemed to be a reference to, and shall include, EMLab P&K, LLC;

WHEREAS, Grantor continues to derive substantial direct and indirect benefit from the making of the Loans and provision of other financial accommodations by the Lenders under the Credit Agreement to the Borrowers; and

WHEREAS, the Grantor is under a continuing obligation to execute and deliver this Second Supplement to the Agent, for the ratable benefit of the Lenders.

NOW, THEREFORE, in consideration of the continued willingness of the Agent and the Lenders to make the Loans under the Credit Agreement, subject to the terms and conditions set forth therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful payment of the Obligations under the Loans and the performance of all and each of the Grantor's Obligations under the Credit Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations and trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) The U.S. and foreign copyrights and copyright applications set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Copyrights");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and the Commissioner of Copyrights (and any state,

foreign or other authority to which this IP Security Agreement is submitted) file and record this Second Supplement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may, in its reasonable credit judgment, deem necessary or advisable to accomplish the purposes of this IP security Agreement. This authority includes without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register, or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuance of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's obligations under the Credit Agreement (the "Obligations") (other than indemnity

obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties hereto, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents, Trademarks and Copyrights. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every quarter, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

7. Miscellaneous.

(a) This Second Supplement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Second Supplement are deemed to conflict with the Credit Agreement or the other Transaction Documents, the provisions of the Credit Agreement or the other Transaction Documents shall govern.

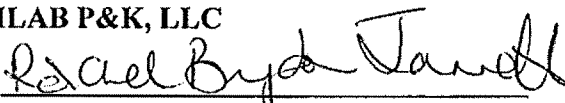
(b) This Second Supplement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has executed this Second Supplement to the Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

EMLAB P&K, LLC

By: 

Name: Rachel Brydon Jannetta

Title: CEO & Secretary

**SECOND SUPPLEMENT TO THE
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SCHEDULE A

PATENTS

1. Issued Patents

Title	Patent #	Owner
Combination air sampling cassette and nutrient media dish	6472203	EMLab P&K, LLC

2. Patent Applications

None

3. IP Licenses

None

**SECOND SUPPLEMENT TO THE
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SCHEDULE B

TRADEMARKS

1. U.S. Registered Trademarks and Trademark Applications

Mark	Reg. #	Serial #	Owner
EMLAB P & K	3740389	77/195,194	EMLab P&K, LLC
THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS	2982314	76/544,309	EMLab P&K, LLC
EMLAB	3156166	78/457,437	EMLab P&K, LLC
EMLAB	3411699	78/721,307	EMLab P&K, LLC
EMLAB ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.	3411700	78/721,310	EMLab P&K, LLC

2. Foreign Trademarks

None

**SECOND SUPPLEMENT TO THE
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SCHEDULE C

A. Domain Names

None

**SECOND SUPPLEMENT TO THE
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SCHEDULE D

COPYRIGHTS

1. U.S. Registered Copyrights

Title	Reg. / App. #	Reg. / App. Date	Owner
EMLab 2006 IAQ pocket reference guide	TX0006401111	6/26/2006	EMLab P&K, LLC

2. U.S. Copyright Applications for Registration

None