

**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
Tri-anim Health Services, Inc.		04/06/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	75925531	E-QUICK
Serial Number:	76499429	EVALUEPEAK
Serial Number:	77484842	TRI-ANIM
Serial Number:	77910071	TINYTAP
Serial Number:	77882595	

**CORRESPONDENCE DATA**

Fax Number: (404)541-4710  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-815-6565  
 Email: laallen@kilpatrickstockton.com  
 Correspondent Name: Mike Parisi, Esq.  
 Address Line 1: Kilpatrick Stockton LLP  
 Address Line 2: 1100 Peachtree Street, Ste. 2800  
 Address Line 4: Atlanta, GEORGIA 30309

OP \$140.00 75925531

ATTORNEY DOCKET NUMBER:	387753
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	04/12/2010
<b>Total Attachments: 7</b> source=Patent & Trademark Security Agreement (Tri-Anim) #page1.tif source=Patent & Trademark Security Agreement (Tri-Anim) #page2.tif source=Patent & Trademark Security Agreement (Tri-Anim) #page3.tif source=Patent & Trademark Security Agreement (Tri-Anim) #page4.tif source=Patent & Trademark Security Agreement (Tri-Anim) #page5.tif source=Patent & Trademark Security Agreement (Tri-Anim) #page6.tif source=Patent & Trademark Security Agreement (Tri-Anim) #page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2010, is made by Tri-anim Health Services, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Sarnova HC, LLC, Tri-anim Health Services, Inc. and BEMS Holdings, LLC (together, the "Borrowers"), Sarnova, Inc., the other Loan Parties signatory thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

Whereas, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

Whereas, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent and Trademark Security Agreement.

Now, therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent and Trademark Collateral"):

*Patents:*

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations-in-art, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

*Trademarks:*

(d) all of its Trademarks, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals and extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**TRI-ANIM HEALTH SERVICES, INC.,** as  
Grantor

By: 

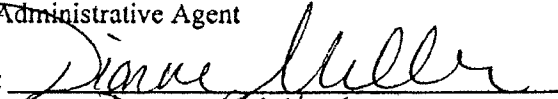
Name: Mark J. Dougherty

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:



Name: Dianne Miller

Title: US Duly Authorized Signatory

PATENT AND TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE 2

TRADEMARK  
REEL: 004183 FRAME: 0976



**Schedule 1  
to  
Patent and Trademark Security Agreement**

**Patent Registrations**

REGISTERED PATENTS

<b>Jurisdiction</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
USA	Tiny Tap	5528765	1/12/2010
USA	E-Quick	012572/0987	11/15/2001

PATENT APPLICATIONS

<b>Jurisdiction</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>

Schedule 1 to Patent and Trademark Security Agreement



**Schedule 2  
to  
Trademark Security Agreement**

**Trademark Registrations**

REGISTERED TRADEMARKS

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Current Owner</b>
E-QUICK	75/925531 02/10/2000	2426937 02/06/2001	Tri-anim Health Services, Inc.
EVALUEPEAK	76/499429 03/13/2003	2889922 09/28/2004	Tri-anim Health Services, Inc.
Tri-anim	77/484842 5/28/2008	3557324 1/6/2009	Tri-anim Health Services, Inc.

TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Current Owner</b>
Tiny Tap (word mark)*	77/910071 1/12/2010	Tri-anim Health Services, Inc.
Tiny Touch (design mark for the feet)*	77/882595 11/30/2009	Tri-anim Health Services, Inc.

\* Denotes trademarks that were assigned to Tri-anim Health Services, Inc. by Facet Technologies, LLC in February of 2010.

Schedule 2 to Patent and Trademark Security Agreement