

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
Aegis Sciences Corporation		10/21/2010	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2544255	AEGIS
Registration Number:	3498957	AEGIS
Registration Number:	3610392	AEGIS PAINCOMP
Registration Number:	3734198	PAINCOMP
Registration Number:	2210596	ZERO-TOLERANCE
Registration Number:	2204054	ZERO-TOLERANCE DRUG TESTING
Serial Number:	85015093	AEGIS
Serial Number:	85015175	AEGIS
Serial Number:	77944119	AEGIS
Serial Number:	85034652	GET BEHIND THE SHIELD
Serial Number:	77914939	SCIENCE IN DEFENSE OF JUSTICE

CORRESPONDENCE DATA

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900174638

**TRADEMARK
 REEL: 004301 FRAME: 0685**

CH \$290.00 2544255

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:	214338-36
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/21/2010

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 21st day of October, 2010 by AEGIS SCIENCES CORPORATION, a Tennessee corporation (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of October 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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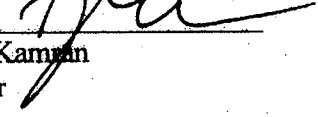
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AEGIS SCIENCES CORPORATION, a
Tennessee corporation

By: 
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Faraaz Kamran
Its: Director

Schedule A

Intellectual Property

TRADEMARKS

AEGIS **Serial#** 1468212 **Reg Date** **Renewal Deadline:**
Filing date Feb 15 2010 **Reg #**
Classes **Goods/Services**
42 **Drug testing for substance abuse**
Status: Pending **Country:** Canada

AEGIS **Serial#** 2009-001438 **Reg Date** Sep 23 2009 **Renewal Deadline:** Sep 23 2019
Filing date Feb 19 2009 **Reg #** 194768
Classes **Goods/Services**
42 **Drug and steroid testing services**
Status: Registered **Country:** Costa Rica

AEGIS **Serial#** 2010-002648 **Reg Date** **Renewal Deadline:**
Filing date Apr 19 2010 **Reg #**
Classes **Goods/Services**
42 **drug and steroid testing services**
Status: Pending **Country:** Guatemala

AEGIS **Serial#** 7965-09 **Reg Date** Aug 5 2009 **Renewal Deadline:** Aug 5 2019
Filing date Mar 10 2009 **Reg #** 14964
Classes **Goods/Services**
42 **Scientific and technological services and research and design services relating thereto; services for industrial analysis and research, design and development of computer hardware and software**
Status: Registered **Country:** Honduras

AEGIS

Serial# 85015093 **Reg Date** **Renewal Deadline:**

Filing date Apr 15 2010 **Reg #**

Classes Goods/Services

41 **Educational and informational services in the fields of drugs, steroids, and dietary, food and nutritional supplements.**

42 **Testing, screening and identification services for drugs, steroids, medications and alcohol, and consulting related thereto; testing of dietary, food and nutritional supplements, and consulting related thereto; toxicology services and consulting related thereto; pharmacology services and consulting related thereto; forensic science services and consulting related thereto; consulting services in the fields of crime laboratory research and crime scene investigation; consulting services in the field of sports doping and substance abuse prevention and testing programs; administration of substance abuse testing programs for sports organizations, educational establishments and businesses.**

44 **Consulting services in the fields of health, nutrition, food manufacture, medical examination and pain management.**

45 **Expert witness services in legal matters in the fields of sports doping and substance use and abuse.**

Status: Pending **Country:** *United States of America*

AEGIS

Serial# 85015175 **Reg Date** **Renewal Deadline:**

Filing date Apr 15 2010 **Reg #**

Classes Goods/Services

42 **DNA analysis services and consulting related thereto.**

Status: Pending **Country:** *United States of America*

AEGIS

Serial# 76070034 **Reg Date** Mar 5 2002 **Renewal Deadline:** Mar 5 2012


Filing date Jun 13 2000 **Reg #** 2544255

Classes Goods/Services

42 **Drug testing for substance abuse**

Status: Registered **Country:** *United States of America*


AEGIS (Design) **Serial#** 77394899 **Reg Date** Sep 9 2008 **Renewal Deadline:** Sep 9 2018

Filing date Feb 12 2008 **Reg #** 3498957 

Classes **Goods/Services**
44 **Drug testing for substance abuse**
United

Status: Registered **Country:** States of America


AEGIS (shield design) **Serial#** 77944119 **Reg Date** **Renewal Deadline:**

Filing date Feb 24 2010 **Reg #** 

Classes **Goods/Services**
42 **Drug and steroid testing services; testing, analysis and evaluation of the goods of others for the purpose of certification**
United

Status: Pending **Country:** States of America

AEGIS PAINCOMP **Serial#** 78752944 **Reg Date** Apr 21 2009 **Renewal Deadline:** Apr 21 2019

Filing date Nov 14 2005 **Reg #** 3610392 

Classes **Goods/Services**
44 **Testing services for evaluating patient compliance with prescribed medications**
United

Status: Registered **Country:** States of America

GET BEHIND THE SHIELD **Serial#** 85034652 **Reg Date** **Renewal Deadline:**

Filing date May 10 2010 **Reg #**

Classes **Goods/Services**
42 **Testing substances for the purpose of identifying drugs and steroids, and consulting related thereto;**

44 testing of dietary, food and nutritional products, and consulting related thereto; toxicology services
 Providing health, medical and sports anti-doping compliance information in the fields of drugs, steroids, and dietary, food and nutritional products; consulting services in the field of sports doping and substance abuse prevention and testing programs
 United
 Status: Pending Country: States of America

PAINCOMP Serial# 77755629 Reg Date Jan 5 2010 Renewal Deadline: Jan 5 2020
 Filing date Jun 9 2009 Reg # 3734198 PAINCOMP
 Classes Goods/Services
 44 Testing services for evaluating patient compliance with prescribed medications
 United
 Status: Registered Country: States of America

SCIENCE IN DEFENSE OF JUSTICE Serial# 77914939 Reg Date Renewal Deadline:
 Filing date Jan 19 2010 Reg # SCIENCE IN DEFENSE OF JUSTICE
 Classes Goods/Services
 42 Testing substances for the purpose of identifying drugs and steroids; testing for the presence of drugs and steroids in animals; testing of food, diet and nutrition products for the presence of drugs and steroids
 44 Drug and steroid testing services, namely testing for substance use and abuse, drug use screening services
 United
 Status: Pending Country: States of America

ZERO-TOLERANCE Serial# 75345304 Reg Date Dec 15 1998 Renewal Deadline: Dec 15 2018
 Filing date Aug 22 1997 Reg # 2210596
 Classes Goods/Services

42 **drug testing for substance abuse**
United
Status: *Registered* **Country:** *States of*
America

**ZERO-TOLERANCE
DRUG TESTING**

Serial# 75407533 **Reg** Nov 17 **Renewal** Nov 17
Date 1998 **Deadline:** 2018

Filing Dec 18 1997 **Reg #** 2204054
date

Classes *Goods/Services*

42 **Drug testing for substance abuse**
United
Status: *Registered* **Country:** *States of*
America
