

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
Atherotech, Inc.		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Financial SBIC, LP, as Administrative Agent
Street Address:	201 London Parkway
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35211
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3237258	THE VAP CHOLESTEROL TEST
Registration Number:	2758837	VAP
Serial Number:	85033284	THE LIPID LIBRARY A RESOURCE FROM ATHEROTECH
Serial Number:	85033179	ATHEROTECH
Serial Number:	85049322	THE VAP TEST FROM ATHEROTECH
Serial Number:	85049360	OUR HEALTHY HEART DISEASE MANAGEMENT FROM ATHEROTECH
Serial Number:	85049365	ATHEROTECH DIAGNOSTICS LAB

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten Muchin
 Address Line 1: 525 W Monroe St

900179715

**TRADEMARK
 REEL: 004440 FRAME: 0813**

CH \$190.00 3237258

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 341379-2

NAME OF SUBMITTER: Kristin Brozovic

Signature: /Kristin Brozovic/

Date: 12/23/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of December 23, 2010 by and among **ATHEROTECH, INC.**, a Delaware corporation ("Grantor"), located at 201 London Parkway, Birmingham, Alabama 35211, in favor of MidCap Financial SBIC, LP, a Delaware limited partnership, located at 7735 Old Georgetown Road, Suite 400, Bethesda, Maryland 20814, in its capacity as administrative agent for the Lenders party to the Credit Agreement (together with its successors and assigns, in such capacity, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, certain of its affiliates, Grantee and the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") are party to that certain Credit and Guaranty Agreement dated as of December __, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, as a condition precedent to the availability of such loans and other financial accommodations under the Credit Agreement, Grantor has executed and delivered that certain Security and Pledge Agreement dated as of December __, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between Grantor, certain of its affiliates, and Grantee, pursuant to which Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, 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 Security Agreement. Each of the Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby assigns and grants to Grantee, for the benefit of itself and the Lenders, and hereby reaffirms its prior assignment and grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in, upon 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) all Trademarks, including without limitation each registered Trademark and application for Trademark listed on Schedule 1 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 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 any Trademark, or (b) injury to the goodwill associated with any Trademark.


(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Agreement as of the date first written above.

GRANTOR:

ATHEROTECH, INC., a Delaware corporation

By: 
Name: Mike Mullen
Title: CEO

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above:

MIDCAP FINANCIAL SBIC, LP, a Delaware limited
partnership, as Grantee

By: MidCap Financial SBIC GP, LLC, its General Partner

By: Clare Bailhe
Name: CLARE BAILHE
Title: Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
Atherotech, Inc.	"THE VAP CHOLESTEROL TEST," word and design	3,237,258	May 1, 2007
Atherotech, Inc.	"VAP"	2,758,837	September 2, 2003

TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Trademark Description</u>	<u>U.S. Trademark Application No.</u>	<u>Filing Date</u>
Atherotech, Inc.	"THE LIPID LIBRARY A RESOURCE FROM ATHEROTECH," word and design	85033284	May 7, 2010
Atherotech, Inc.	"ATHEROTECH"	85033179	May 7, 2010
Atherotech, Inc.	"THE VAP TEST FROM ATHEROTECH," word and design	85049322	May 27, 2010
Atherotech, Inc.	"OUR HEALTHY HEART DISEASE MANAGEMENT FROM ATHEROTECH," word and design	85049360	May 27, 2010
Atherotech, Inc.	"ATHEROTECH DIAGNOSTICS LAB," word and design	85049365	May 27, 2010