

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Seracare Life Sciences, Inc.		12/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Middlesex Savings Bank
<b>Street Address:</b>	120 Flanders Road
<b>City:</b>	Westborough
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01581
<b>Entity Type:</b>	Savings Bank: MASSACHUSETTS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77880223	ACCUCELL
Serial Number:	77880249	ACCUMUNE
Registration Number:	2109153	ACCURUN
Registration Number:	3838791	ACCURUN EQUALITY
Serial Number:	77838683	BBI DIAGNOSTICS
Registration Number:	3746183	EPIC
Serial Number:	77832375	SERACARE
Registration Number:	2995450	GCI ACCESS

**CORRESPONDENCE DATA**

Fax Number: (212)999-5899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2129995800  
 Email: ggencarelli@wsgr.com  
 Correspondent Name: Gina Gencarelli  
 Address Line 1: 1301 Avenue of the Americas

**900180813**

**TRADEMARK  
 REEL: 004449 FRAME: 0036**

**CH \$215.00 77880223**

Address Line 2: 40th Floor  
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	40708-009
NAME OF SUBMITTER:	Gina R. Gencarelli
Signature:	/Gina R. Gencarelli/
Date:	01/07/2011

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Agreement*”), is entered into as of December 30, 2010 by SERACARE LIFE SCIENCES, INC., a Delaware corporation (the “*Borrower*”) and each Guarantor listed on Schedule II hereto (collectively, the “*Guarantors*,” and together with the Borrowers, the “*Grantors*”), in favor of MIDDLESEX SAVINGS BANK as Administrative Agent (the “*Administrative Agent*”), for the benefit of itself and the other Secured Parties (as such term is defined in the Security Agreement referred to below) (in such capacity, and together with its successors in such capacity, the “*Secured Party*”).

### W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 30, 2010, (as amended from time to time, the “*Security Agreement*”) in favor of the Secured Party pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, for the benefit of the Secured Parties, to enter into Loan Agreement, the Grantors hereby agree with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

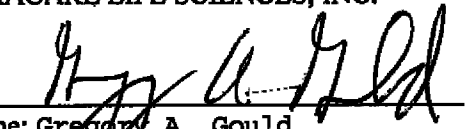
[Signature Page Follows]

15/08]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS**

SERACARE LIFE SCIENCES, INC.

By:   
Name: Gregory A. Gould  
Title: Chief Financial Officer,  
Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004449 FRAME: 0039**

**[NOTE: ALL SCHEDULES ARE SUBJECT TO FURTHER REVIEW BY FOLEY HOAG  
AND THE BORROWER]**

**Schedule I**

**U.S. Trademarks**

<b><u>Trademark Appl. No./Registration No.</u></b>	<b><u>Trademark/Service Mark</u></b>	<b><u>File Date</u></b>	<b><u>Registration Status</u></b>
77/880223	ACCUCELL	11/24/2009	Application pending
77/880249	ACCUMUNE	11/24/2009	Application pending
75/198245 / 2109153	ACCURUN*	11/4/1996	Registered as of 10/28/97
77/710998 / 3838791	ACCURUN eQuality	4/9/2009	Registered as of 8/24/10
77/838683	BBI Diagnostics	11/23/2009	Application pending
77/711018 / 3746183	EPIC	4/9/2009	Registered as of 2/9/10
77/832375	SERACARE	9/22/2009	Application pending
76/050820 / 2995450	GCI ACCESS	5/17/2000	Registered as of 9/13/2005

\* The Borrower is currently undertaking steps to terminate a security interest in the ACCURUN trademark granted to Merrill Lynch in connection with a prior financing arrangement that has since been terminated.

The Borrower also has abandoned certain U.S. Trademarks. The Borrower will provide a list of these abandoned items upon the Administrative Agent's request.

Schedule II

None.