

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
United Laboratories Inc.		01/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85181172	CYCLE SMART	
Serial Number:	85181190	PUMP PAL	
Serial Number:	85181220	BIO-RENETICS	
Serial Number:	85181233	BIO-RENETICS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	210196-9		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$115.00 85181172

900183173

TRADEMARK
 REEL: 004467 FRAME: 0649

Signature:	/Kristin Brozovic/
Date:	02/04/2011
Total Attachments: 3 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, UNITED LABORATORIES INC., a Delaware corporation the "**Grantor**") with principal offices at 320 37th Avenue, St. Charles, Illinois 60174, hereby assigns and grants to FIFTH THIRD BANK, an Ohio banking corporation with principal offices at 222 S. Riverside Plaza, Suite 3000, Chicago, Illinois 60606 (the "**Grantee**"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor and the Grantee, and the Grantee, dated as of November 6, 2003 (as amended from time to time, the "**Security Agreement**"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st day of January, 2011.

UNITED LABORATORIES INC., Grantor

By: 
Name: Daniel E. Young
Title: Chief Executive Officer

FIFTH THIRD BANK, Grantee

By: 
Name: Elizabeth A. Di Cola
Title: Vice President

SCHEDULE A

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
CYCLE SMART	85181172	November 19, 2010
PUMP PAL	85181190	November 19, 2010
BIO-RENETICS	85181220	November 19, 2010
BIO-RENATICS	85181233	November 19, 2010