## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		01/06/2011	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	DrugTest, Inc.		
Doing Business As:	DBA DISA, Inc.		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	2866735	DISA	
Registration Number:	2881562	DISA INC.	
Registration Number:	3173597	DISAWORKS	
Registration Number:	1744892	DRUG INTERVENTION SERVICES OF AMERICA	

### **CORRESPONDENCE DATA**

Fax Number: (714)546-9035

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

Phone: (714) 641-5100

wmeehan@rutan.com, trademarks@rutan.com,

Email: scain@rutan.com, ezaskoda@rutan.com, gsleichter@rutan.com,

amclean@rutan.com

Correspondent Name: William Meehan
Address Line 1: 611 Anton Boulevard

Address Line 2: Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

TRADEMARK

REEL: 004471 FRAME: 0010

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ATTORNEY DOCKET NUMBER:	024969.0090			
NAME OF SUBMITTER:	Erin R. Zaskoda			
Signature:	/Erin R. Zaskoda/			
Date:	02/08/2011			
Total Attachments: 4 source=SVB IP Release#page1.tif source=SVB IP Release#page2.tif source=SVB IP Release#page3.tif source=SVB IP Release#page4.tif				

TRADEMARK
REEL: 004471 FRAME: 0011

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, DrugTest, Inc., a Delaware corporation (d/b/a DISA, Inc.) (the "Company") granted a security interest in and lien upon certain trademarks, trademark applications and other intellectual property rights to Silicon Valley Bank ("Bank") as set forth in the Intellectual Property Security Agreement, dated as of September 29, 2003, by the Company in favor of Bank (the "Initial IP Security Agreement") and the Addendum to Intellectual Property Security Agreement, dated as of January 30, 2006, by the Company in favor of Bank (the "Supplemental IP Security Agreement" and, together with the Initial IP Security Agreement, the "IP Security Agreement");

WHEREAS, an executed copy of the Initial IP Security Agreement was recorded in the United States Patent and Trademark Office on November 7, 2003, at Reel 2862, Frame 0503;

WHEREAS, an executed copy of the Supplemental IP Security Agreement was recorded in the United States Patent and Trademark Office on March 8, 2006, at Reel 3311, Frame 0315; and

WHEREAS, the Company has requested that Bank release and reassign its interest in all trademarks, trademark applications and other intellectual property rights of the Company, including, but not limited to, all trademarks and trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Bank hereby:

- 1. releases and conveys to the Company any and all liens, security interests, right, title and interest of Bank granted pursuant to the IP Security Agreements in all trademarks, trademark applications and other intellectual property rights of the Company, including all trademarks and trademark applications more fully identified in <a href="Schedule A">Schedule A</a> annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
- 2. agrees that any power of attorney or similar rights granted by the Company to Bank pursuant to or in connection with the IP Security Agreements is terminated; and
- 3. authorizes and requests that the Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Bank has caused this Release of Security Interest in January Trademarks to be executed by its duly authorized corporate officer this 6 day of December, 2010. 2610

"BANK"

SILICON VALLEY BANK

Name: CUCKEY Close
Title: Relationship Novoque

) ss.:

COUNTY OF Williamson

On the day of December 2010, before me personally came

Addrey Clow, to me known, who being by me duly sworn, did depose and say, that he/she is the Officer of Silicon Valley Bank and that the foregoing instrument was signed on behalf of such corporation by order of said entity.

LESLIE R COWAN
My Commission Expires
November 15, 2013

Notary Public

The Company hereby acknowledges and accepts the foregoing release and conveyance this 29thday of December, 2010.

"COMPANY"

DRUGTEST, INC. (D/B/A DISA, INC.)

By: Sauer Brian S. Sauer

Title: Vice President and Secretary

STATE OF A ss.:

On the 29 day of December 2010, before me personally came

BRIAN SAMEL SAUER, to me known, who being by me duly sworn, did depose and say, that

he she is the UCE PRESIDENT of Drugtest, Inc. and that the foregoing instrument was signed on behalf of such corporation by order of said entity.

RADA ROBERTS
Commission # 1882258
Notary Public - California
Los Angeles County
My Comm. Expires Mar 11, 2014

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Notary Public

Signature Page to Release of Security Interest in Trademarks

## SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

# LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Registration Date
DISA	78253541	2866735	7/27/2004
DISA & Design	78253532	2881562	9/7/2004
0			
DISA WORKS	78700760	3173597	11/21/2006
DRUG	74089159	1744892	08/16/1990
INTERVENTION			
SERVICES OF			
AMERICA			

HUI-135244v2

**RECORDED: 02/08/2011** 

TRADEMARK REEL: 004471 FRAME: 0015