

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
Data Innovations LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1683494	EP EVALUATOR
Registration Number:	2318196	DATA INNOVATIONS
Registration Number:	3649248	DATA INNOVATIONS
Registration Number:	2372868	DI
Registration Number:	3651048	IMSOLUTIONS
Registration Number:	3654179	IMPOWERED
Registration Number:	3650929	IS YOUR LAB IMPOWERED?
Registration Number:	3582181	IMPOWERED
Registration Number:	3675791	IMSOLUTIONS - HEMATOLOGY
Registration Number:	1758125	QC-EASY
Registration Number:	3582180	IMPOWERED
Registration Number:	3650931	IMPOWERED
Registration Number:	3625188	IS YOUR LAB IMPOWERED?
Serial Number:	77811032	RHOADS

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900183655

TRADEMARK
REEL: 004471 FRAME: 0720

Serial Number:	77811068	RHOADS
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CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	669941
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/09/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 27, 2010, is entered into by and among DATA INNOVATIONS LLC ("Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 27, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of September 27, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law. After such period, Grantor acknowledges that such interest in such trademark or service mark application shall be

subject to a security interest in favor of the Administrative Agent and shall be included in the Trademarks.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Michael Willard
Name: Michael Willard
Title: Relationship Manager

Address of Assignee:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attention: Michael Willard
Email: mwillard2@svb.com

Signature Page to Trademark Security Agreement

TRADEMARK
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GRANTOR:

DATA INNOVATIONS LLC

By: _____

Name: Don Taylor

Title: h/r Manager

Address of Grantor:

Data Innovations LLC
120 Kimball Avenue, Suite 100
South Burlington, VT
Attention: Sale Manager / R. David Tubors
Fax.: 781-478-6601
E-mail: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004471 FRAME: 0725

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Registration or Application No.</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
1683494	10.01.1990	United States	EP EVALUATOR
2318196	07.27.1998	United States	DATA INNOVATIONS
3649248	05.01.2007	United States	DATA INNOVATIONS
2372868	09.10.1999	United States	DI
3582180	07.12.2007	United States	IMPOWERED
77811032	08.24.2009	United States	RHOADS
3651048	01.06.2009	United States	IMSOLUTIONS
3654179	12.24.2008	United States	IMPOWERED
3650929	12.24.2008	United States	IS YOUR LAB IMPOWERED?
3582181	07.13.2007	United States	IMPOWERED
3675791	01.06.2009	United States	IMSOLUTIONS - HEMATOLOGY
1758125	03.16.1993	United States	QC-EASY
3582180	07.12.2007	United States	IMPOWERED
3650931	12.24.2008	United States	IMPOWERED
3625188	07.12.2007	United States	IS YOUR LAB IMPOWERED?
77811068	08.24.2009	United States	RHOADS

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