

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
eBioscience, Inc.		02/09/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3630183	EFLUOR
Registration Number:	3607893	BESTPROTOCOLS
Registration Number:	3637795	READY-SET-GO!
Registration Number:	3585904	TRUEBLOT ULTRA
Registration Number:	3585903	TRUEBLOT
Registration Number:	3607891	FULL SPECTRUM CELL ANALYSIS
Registration Number:	3579220	THE NEW STANDARD OF EXCELLENCE
Registration Number:	3642072	EBIOSCIENCE

CORRESPONDENCE DATA

Fax Number: (404)443-5697
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-443-5702
 Email: lallen@mcguirewoods.com
 Correspondent Name: Gerum Yilma, Esq.

900184081

**TRADEMARK
 REEL: 004477 FRAME: 0146**

OP \$215.00 3630183

Address Line 1: McGuireWoods LLP
Address Line 2: 1170 Peachtree Street N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0002 (EBIO)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	02/11/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 9, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 9, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing herein shall be deemed to grant a Lien or security interest in or to any Excluded Property.

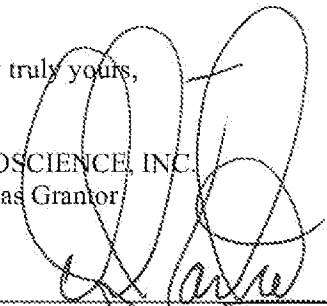
Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,
EBIOSCIENCE, INC.
as Grantor
By: 
Name: Don Santre
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

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

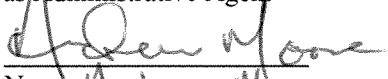
Very truly yours,

EBIOSCIENCE, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Andrew Moore
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT

State of California
County of San Diego)

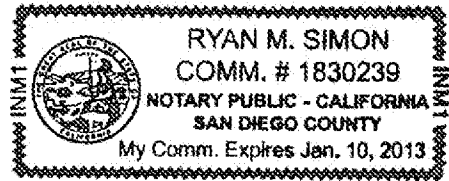
On February 9, 2011 before me, Ryan M. Simon, Notary Public
(insert name and title of the officer)

personally appeared Don Tartre
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ryan M. Simon (Seal)



SCHEDULE I
TO
SECURITY AGREEMENT

eBIOSCIENCE, INC.

1. REGISTERED TRADEMARKS

<u>Entity</u>	<u>Registration Number and Date (indicate if an application)</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
eBioscience, Inc.	Reg. No. 3630183 06/02/2009	United States	EFLUOR
eBioscience, Inc.	Reg. No. 3607893 04/14/2009	United States	BESTPROTOCOLS
eBioscience, Inc.	Reg. No. 3637795 06/16/2009	United States	READY-SET-GO!
eBioscience, Inc.	Reg. No. 3585904 03/10/2009	United States	TRUEBLOT ULTRA
eBioscience, Inc.	Reg. No. 3585903 03/10/2009	United States	TRUEBLOT
eBioscience, Inc.	Reg. No. 3607891 04/14/2009	United States	FULL SPECTRUM CELL ANALYSIS
eBioscience, Inc.	Reg. No. 3579220 02/24/2009	United States	THE NEW STANDARD OF EXCELLENCE
eBioscience, Inc.	Reg. No. 3642072 06/23/2009	United States	EBIOSCIENCE

2. TRADEMARK APPLICATIONS

None.