

TRADEMARK ASSIGNMENT

03/22/2011
900187076

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Subordinated)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vericlam, Inc.		03/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	One North Franklin Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP, DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2917984	VERICLAIM	
Registration Number:	2893868	VERICLAIM	
Registration Number:	3840330	VRS VERICLAIM	
Registration Number:	3840331	VRS VERICLAIM	
Registration Number:	1481876	TOPLIS AND HARDING INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339494/00017		

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TRADEMARK

TO: CAROLE DOBBINS C/O KATHEN MOULTON CONFIDENTIAL

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/22/2011
<p>Total Attachments: 5</p> <p>source=Trademark Security Agreement (Subordinated)#page1.tif</p> <p>source=Trademark Security Agreement (Subordinated)#page2.tif</p> <p>source=Trademark Security Agreement (Subordinated)#page3.tif</p> <p>source=Trademark Security Agreement (Subordinated)#page4.tif</p> <p>source=Trademark Security Agreement (Subordinated)#page5.tif</p>	

TRADEMARK

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2011, by Vericlam, Inc., a Delaware corporation ("Grantor"), in favor of Meranon Capital, L.P., a Delaware limited partnership, in its capacity as administrative agent for Investors (in such capacity, the "Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Mezzanine Investment Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Mezzanine Investment Agreement dated as of the date hereof by and among Grantor, the other Credit Parties from time to time party thereto, Borrower Representative, Agent and the Investors from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Mezzanine Investment Agreement"), Investors have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Investors are willing to make the Loans as provided for in the Mezzanine Investment Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Investors, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Investors, this Trademark Security Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Investors, a continuing second priority (subject only to the Lien in favor of the Senior Debt Agent) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License, and

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(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Investors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[Signature pages follow]

TO: CAROLE DUBBINS C/O BATTEN BROTHERS

IN WITNESS WHEREOF, 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.

VERICLAIM, INC.

By: Robert Hogue
Name: Robert Hogue
Title: Chief Financial Officer

Subordinated Trademark Security Agreement

TO: CAROLE HOBBS

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: Gregory M. Long
Title: Managing Director

Subordinated Trademark Security Agreement

TRADEMARK

TO: CAROLE DUBBINS C/O BATES

SCHEDULE I
 TO
 TRADEMARK SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
VER-CLAIM	U.S.	78/157602 8/24/2002	2917684 1/11/2005
VER-CLAIM	U.S.	78/164591 9/16/2002	2883858 10/12/2004
VRS VER-CLAIM	U.S.	77/854125 10/21/2009	3845350 8/31/2010
VRS VER-CLAIM and Design	U.S.	77/854132 10/21/2009	3840331 8/31/2010
TOPUS AND HARDING, INC	U.S.	73/663374 4/5/1987	1481376 3-22-1988

[Schedule I]

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