

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
POLYMER DIAGNOSTICS, INC.		12/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2855015	MIND MUSCLE	
Registration Number:	2313072	POLYMER DIAGNOSTICS INC.	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
Phone:	(216) 586-7024		
Email:	dawnbrown@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Dawn A. Brown/JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	701213-283051		
NAME OF SUBMITTER:	Dawn A. Brown		
Signature:	/Dawn A. Brown/		

CH \$65.00 2855015

Date:

12/28/2011

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 21, 2011, by POLYMER DIAGNOSTICS, INC. (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) the registered or applied for Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing, including the Proceeds of any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the Goodwill associated with any Trademark, and (iii) right to receive license fees, royalties, and other compensation for such Trademark.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and

affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

PLEDGOR:

POLYMER DIAGNOSTICS, INC.

By: _____

Name: Woodrow W. Ban

Title: Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: DeWayne D. Rosse

Name:

DeWayne D. Rosse

Title:

Agency Management Officer

[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 004688 FRAME: 0113

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

POLYMER DIAGNOSTICS, INC.

Trademark	Country	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Status
MIND MUSCLE	US	---	---	2855015	15-Jun-2004	Granted
POLYMER DIAGNOSTICS & DESIGN	US	---	---	2313072	01-Feb-2000	Granted