

## 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 Technology Systems, Inc.		12/16/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Firstside Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3085202	CARDIOCHEK	
Registration Number:	3681134	CARDIOCHEK LINK	
Registration Number:	2435646	CHOLESTRON	
Registration Number:	3625304	MEMO CHIP	
Registration Number:	3297266	PTS	
Registration Number:	3585823	PTS	
Registration Number:	3179677	PTS PANELS	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
Phone:	216.363.4635		
Email:	trademark@beneschlaw.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:	Malisheia O. Douglas		

OP \$190.00 3085202

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP  
Address Line 2: 200 Public Square, Suite 2300  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	34949-2 (\$190)
NAME OF SUBMITTER:	Malisheia O. Douglas
Signature:	/Malisheia O. Douglas/
Date:	01/17/2012

**Total Attachments: 32**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered as of this 16<sup>th</sup> day of December 2011, by POLYMER TECHNOLOGY SYSTEMS, INC., a corporation organized under the laws of the State of Indiana (together with its successors and assigns, "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns in its capacity as agent, "Agent"), as agent for the financial institutions which are now or which hereafter become a party to the Credit Agreements, as hereinafter defined (collectively, "Lenders").

### RECITALS:

Pledgor, certain other Credit Parties which from time to time become party thereto, Agent and Lenders are entering into that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Domestic Credit Agreement") and that certain Export Revolving Credit, Guaranty and Security Agreement (the "Export Credit Agreement" and together with the Domestic Credit Agreement, collectively, the "Credit Agreements"). Pledgor desires that Lenders grant to Pledgor the financial accommodations as described in the Credit Agreements.

Pledgor deems it to be in its direct pecuniary and business interests that Pledgor obtain from Lenders the Advances (as defined in the Credit Agreements), and other financial accommodations provided for in the Credit Agreements.

Pledgor understands that Agent and Lenders are willing to enter into the Credit Agreements and to grant to Pledgor the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Agent and Lenders entering into the Credit Agreements, granting to Pledgor the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

“Debt” shall mean the Obligations, as such term is defined in the Credit Agreements.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) Pledgor, (b) any Guarantor and (c) any signatory to an Other Document.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreements.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or Lenders of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Agent and Lenders that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) except as set forth in Schedules 5.9 and 5.10 of the Credit Agreements, Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances and for licenses granted by Pledgor as licensor listed on Schedule 5.9 of the Credit Agreements, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B and Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A and Schedule C attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the Patent registrations and applications listed on Schedule A. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any patent except as may be disclosed in Schedule 5.8(b) of the Credit Agreements.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than as permitted under Section 4.3 of the Credit Agreements or with Agent's prior written consent. Absent permission under such Section 4.3 or such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Agent and Lenders and their respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreements.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default which is not cured within any applicable cure period or waived, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Agent described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Agent's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgor irrevocably authorizes and empowers Agent, on behalf of Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreements. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lenders under the Credit Agreements terminated, and the Credit Agreements terminated and not replaced by any other credit facility with Agent and Lenders (or any of them), this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 26 and 28 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the Collateral (and all other "Collateral" as defined in the Credit Agreements).

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing or to the extent not material to its business, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral having an aggregate value of more than \$50,000 without the prior written consent of Agent.

11. Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, and expenses, including reasonable attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the Collateral naming as assignee or transferee either Agent or any party that may purchase all or any part of the Collateral at any public or private sale conducted by Agent as a secured creditor. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after notice to

Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof as required in the Credit Agreements.

16. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreements, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent.



Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Agent as the case may be, in accordance with the terms of Section 17.6 of the Credit Agreements.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Ohio, United States of America, and by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in Section 17.6 of the Credit Agreements and service so made shall be deemed completed five (5) Business Days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Borrowing Agent which Pledgor irrevocably appoints as Pledgor's agent for the purpose of accepting service within the State of Ohio. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Notwithstanding anything to the contrary contained in the foregoing, any judicial proceeding by Pledgor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse each Lender, on that Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by that Lender or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's

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obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Obligor even if Agent or such Lender thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreements or any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreements), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to Pledgor or other Credit Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Pledgor and the other Credit Parties under the Credit Agreements and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreements,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the liability of any Obligor for the Debt), whether or not Agent or any Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Document.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. Credit Support Document. The parties hereto acknowledge that this Agreement is intended to act (i) as a "Credit Support Document" (as defined in the 1994 ISDA Definitions) with respect to each party and is made part of the to the ISDA Master Agreement, executed in connection herewith (such ISDA Master Agreement, together with each schedule attached thereto and each confirmation delivered in connection therewith, as amended, modified or supplemented from time to time, herein referred to as the "**Master Agreement**") and the Schedule to the ISDA Master Agreement executed in connection herewith, each by and between the Borrowers and Agent, which Master Agreement includes all Schedules thereto and all Confirmation exchanged between the parties confirming the transactions thereunder, and (ii) as a "transfer" under a swap agreement within the meaning of the U.S. Bankruptcy Code Section 546(g). The parties hereto hereby acknowledge and agree that the Liens granted by the Pledgor to the Secured Party for the benefit of the Secured Party and the Lenders hereunder also secure the payment of each Lender-Provided Interest Rate Hedge and that such Liens secure the Lender-Provided Interest Rate Hedges and rank *pari passu* with the Liens hereof to secure the other Obligations.

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27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

POLYMER TECHNOLOGY SYSTEMS, INC.

By: 

Print Name: Robert S. Huffstadt

Title: President and CEO

PNC BANK, NATIONAL ASSOCIATION,  
as Agent and as a Lender

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page – IP Security Agreement – PTS]

**TRADEMARK**


**REEL: 004700 FRAME: 0473**

27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

POLYMER TECHNOLOGY SYSTEMS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION,  
as Agent and as a Lender

By:  \_\_\_\_\_  
Print Name: J. Danforth  
Title: V.P.

## SCHEDULE A

### Patents

#### Patent Information

PTS has recently significantly expanded its patent portfolio, with two patents issuing in 2009 and one in 2010. PTS has three key areas for patent development: test strip and test strip reader technology; on-site diagnostics and health reports; and medical records. The core test strip technology originated at PTS and from Mr. James Connolly, a former PTS employee. The patent portfolio acquired from Lifestream Technologies, Inc. provides much of the on-site diagnostics and health reports and medical records technology.

#### The Lifestream Portfolio

The acquired Lifestream patent portfolio has some of the most promising licensing potential. The '149 patent (US Patent No. 7,767,149) which recently issued in the series relates to using test strips and test strip readers to collect data concerning a patient and to generate health reports for that patient. This type of technology is becoming increasingly popular in the marketplace.

The portfolio also has significant disclosure related to secure medical records maintenance systems and medical record smart card system. Medical records technology is a developing area; and since the Lifestream portfolio is still live, claim sets covering this technology can be further developed in strategic continuations.

- The Company acquired United States Patent No. 5,135,716 issued August 4, 1992 as part of a purchase of selected assets of Lifestream Technologies, Inc. This patent covers HDL dry test strips.
- On-site healthcare diagnostic device. This patent application was acquired from Lifestream Technologies, Inc. The patent application was filed in the United States on November 28, 2006, having Serial No. 11/605,490 and claims the benefit of US Provisional Patent Application No. 60/740966 filed November 30, 2005. The application has been published.
- Health monitoring and diagnostic device and network-based health assessment and medical records maintenance system. This patent application was acquired from Lifestream Technologies, Inc. United States Patent No. 6,602,469 issued August 5, 2003, claimed benefit to US Provisional Patent Application No. 60/107707 filed November 9, 1998, and US Provisional Patent Application No. 60/144705 filed July 20, 1999. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Canada (Divisional)	Granted	2487232	11/08/1999
		2487232	10/20/2009
United States (Divisional)	Granted	10/649293	08/26/2003
		7767149	08/08/2010
United States (Continuation)	Published	12/719728	03/08/2010
United States	Granted	09/436323	11/08/1999
		6602469	08/05/2003

### The Test Strip Portfolio

PTS has a strong test strip patent portfolio, highlighted by the non-precipitating analysis techniques and unique multi-analyte strips. Recent filings such as "Diagnostic multi-layer dry phase test strip with integrated biosensors" have capitalized on PTS's unique knowledge of creating multi-analyte strips.

- Reagent combination and method for direct test strip measurement of cholesterol from low density lipoproteins at ambient temperatures. This covers the Company's basic direct LDL dry test strip technology. United States Patent No. 7,435,577 issued October 14, 2008. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Australia	Allowed	2005209856	02/03/2005
Brazil	Published	0507386-3	02/03/2005
Canada	Published	2554776	02/03/2005
China	Published	0580010409.0	02/03/2005
Eurasian (inc. Russia)	Granted	200601415 010414	02/03/2005 08/29/2008
Europe	Pending	05712615.3	02/03/2005
India	Pending	2210/KOLNP/06	02/03/2005
Indonesia	Allowed	W00200602156	02/03/2005
Israel	Pending	177226	02/03/2005
Japan	Published	2006-552209	02/03/2005
Mexico	Published	2006/008714	02/03/2005
South Africa	Granted	2006/06561 2006/06561	02/03/2005 01/30/2008
United States	Granted	10/962272 7435577	10/11/2004 10/14/2008

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- Non-precipitating bodily fluid analysis system. In the US, this Application Serial No. 11/206,893 filed August 17, 2005 is a continuation-in-part of the above invention and shares with the prior invention a February 2004 priority date. It covers the Company's new non-precipitating technology for LDL, HDL, and other dry test strips. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Brazil	Published	PI0514495-7	08/17/2005
Canada	Published	2576453	08/17/2005
China	Published	00580035466.4	08/17/2005
Europe	Published	05788460.3	08/17/2005
India	Pending	683/KOLNP2007	08/17/2005
Mexico	Pending	2007/001925	08/17/2005
United States	Granted	11/206893 7625721	08/17/2005 12/01/2009
United States (Divisional)	Published	12/580866	10/16/2009

- Bodily fluid analysis system. This United States application was filed August 17, 2005 having Serial No. 11/207,121 and has a February 2004 priority date and covers a variety of structural innovations in a dry test strip. The application has been published.
- Test strip and method for determining LDL cholesterol concentration from whole blood. The Company has filed a pending international patent application in Mexico that was filed March 16, 2005 with Serial No. 2005/002955 and a South African Patent No. 2005/02214 filed March 16, 2005 and issued May 31, 2006.
- Apparatus for determining substances contained in a body fluid. This technology was granted United States Patent No. 5,597,532 on January 28, 1997 and claims priority back to October 20, 1994. Under his Employment Agreement and subsequent agreements, Mr. Connolly, a former employee, has also granted to the Company an exclusive, royalty-free and freely transferable license of all rights under the U.S. Patent and its European counterparts. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Europe	Granted	95938118.7 0750739	10/20/1995 01/01/2002
France	Granted	95938118.7 0750739	10/20/1995 01/01/2002
Germany	Granted	95938118.7 P69511533.2	10/20/1995 01/01/2002
Italy	Granted	95938118.7 0750739	10/20/1995 01/01/2002
United Kingdom	Granted	95938118.7 0750739	10/20/1995 01/01/2002
United States	Granted	08/326788 5597532	10/20/1994 01/28/1997



- Test strip and method for determining HDL concentration from whole blood or plasma. United States Patent No. 7,087,397 issued for this technology August 8, 2006. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Europe (Divisional)	Published	10005559.9	12/23/2002
Europe	Allowed	02805970.7	12/23/2002
United States	Granted	10/329044 7087397	12/23/2002 08/08/2006

- Test strip for determining concentration of triglycerides. United States Patent No. 7,214,504 issued May 8, 2007 and claiming priority to December, 2002. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Austria	Pending	02794458.6	12/30/2002
Belgium	Pending	02794458.6	12/30/2002
Europe	Granted	02794458.6 1459064	12/30/2002 02/13/2008
France	Pending	02794458.6	12/30/2002
Germany	Pending	02794458.6	12/30/2002
Italy	Pending	02794458.6	12/30/2002
United States	Granted	10/334044 7214504	12/30/2002 05/08/2007

- Dry test strip holder. The patent application was filed May 3, 2010, under Serial No. 12/772707, claiming priority to US Patent Application No. 11/206590 filed August 17, 2005 (abandoned), which claimed the benefit of US Provisional Patent Application No. 6/0602210 filed August 17, 2004.
- Test strip and method for determining concentration of creatinine in a body fluid sample. United States Patent No. 7,083,939 issued August 1, 2006.

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- Test strip for determining concentration of multiple analytes in a single fluid sample. United States Patents No. 7,374,719 and 7,494,818 were granted May 20, 2008, and February 24, 2009, respectively, claiming priority back to December, 2002. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Australia	Granted	2002364609 2002364609	12/30/2002 07/17/2008
Canada	Allowed	2471726	12/30/2002
Europe	Pending	02799993.7	12/30/2002
Mexico	Granted	2004/006367 267323	12/30/2002 06/10/2009
South Africa	Granted	2004/4929 2004/4929	06/22/2004 10/08/2006
United States (Continuation)	Granted	10/873415 7374719	06/22/2004 05/20/2008
United States	Granted	10/334043 7494818	12/30/2002 02/24/2009

- Body fluid test apparatus with detachably mounted portable tester. United States Patent No. 6,849,237 for this device issued February 1, 2005. International applications are pending or issued in the following countries:

Country	Status	Serial No. / Patent No.	Filing Date / Granted Date
Europe	Granted	02771810.5 1399059	04/23/2002 08/30/2006
Germany	Granted	02771810.5 1399059	04/23/2002 08/30/2006
United Kingdom	Granted	02771810.5 1399059	04/23/2002 08/30/2006
United States	Granted	10/131437 6849237	04/24/2002 02/01/2005

- Dry test strip and method of manufacturing same. This application was filed in the United States having Serial No. 11/933,292 on October 31, 2007 and has been published.
- Apparatus and method for packaging a dry test strip. An international application was filed on June 17, 2009, having Serial No. PCT/US09/47653 and claims benefit of US Provisional Patent Application No. 61/073242 filed June 17, 2008.
- Hybrid Strip. An international application was filed on June 11, 2009, having Serial No. PCT/US09/47100 and claims benefit of US Provisional Patent Application No. 61/061506 filed June 13, 2008.

- Diagnostic multi-layer dry phase test strip with integrated biosensors (“electrostrip”). An international application was filed on June 11, 2009, having Serial No. PCT/US09/47106 and claims benefit of US Provisional Patent Application No. 61/147001 filed January 23, 2009.
- Hand-held diagnostic instrument. United States Design Patent No. D534444 was granted January 2, 2007.
- Slimline health monitoring and diagnostic device. United States Design Patent No. D459811 granted July 2, 2002.
- Combined hand held monitoring diagnostic device United States Design Patent No. D437057 was granted January 30, 2001.

[Patents continue on next page.]

Patent Publications (continued)  
U.S.

Appl. #	Patent No.	Publication No.	Assigned/Assignor Name	Last Assignee	IN/PADOC Legal Status	Title	Application Date	Inventor First	Publication Date
12/772,707	NONE	US20100205797	Polymer Technology Systems Inc, Indianapolis, IN, US	Not yet recorded but divisional of 11206590	Docketed New Case - Ready for Examination	APPARATUS AND METHOD OF MANUFACTURING BODILY FLUID TEST STRIP	5/3/2010	Lawrence, Gregory M.	8/19/2010
12/997781	NONE	US20110155590	POLYMER TECHNOLOGY SYSTEMS, INC.	Technology Systems Inc, Indianapolis, IN, US	Docketed New Case - Ready for Examination	HYBRID STRIP	3/11/2011	Robert Huffstodt, James J. Sutor	6/30/2011
12/999905	NONE	US20110200498	POLYMER TECHNOLOGY SYSTEMS, INC.	Polymer Technology Systems Inc, Indianapolis, IN, US	Application Dispatched from Pree xam, Not Yet Docketed	SYSTEM AND METHOD FOR PACKAGING DRY TEST STRIPS	4/25/2011	Huffstodt, Robert	8/18/2011
13/103,969	NONE	US20110208543	Polymer Technology Systems Inc, Indianapolis, IN, US	Not yet recorded but divisional of 11605490	Application Dispatched from Pree xam, Not Yet Docketed	ON-SITE HEALTHCARE DIAGNOSTIC DEVICE	5/9/2011	Connolly, Jackson	8/25/2011
13/166,968	NONE	US20110251856	Polymer Technology Systems Inc, Indianapolis, IN, US	Not yet recorded but divisional of 9436323	Non Final Action Mailed	HEALTH MONITORING AND DIAGNOSTIC DEVICE AND NETWORK BASED HEALTH ASSESSMENT AND MEDICAL RECORDS MAINTENANCE SYSTEM	6/23/2011	Maus, Christopher T.	10/13/2011

Patent Publications (continued)  
Foreign

Publication Country	Publication Number	Title	Application Number	Application Date	Publication Date	Assignee/Applicant	Inventor First
European Patent Office	EP2387744A1	DIAGNOSTIC MULTI-LAYER DRY PHASE TEST STRIP WITH INTEGRATED BIOSENSORS   DIAGNOSTISCHER MEHRSCICHTIGER TROCKENPHASEN-TESTSTREIFEN MIT INTEGRIERTEN BIOSENSOREN   BANDELETTE REACTIVE MULTICOUCHE DE DIAGNOSTIC EN PHASE SECHE AVEC BIOCAPTEURS INTEGRÉS	EP2009789795A	6/11/2009	11/23/2011	Polymer Technology Systems Inc., Indianapolis, IN 46268, US, 100200921	LINDEMANN, Bjorn, F.
European Patent Office	EP2221621A1	Test strip and method for determining HDL cholesterol concentration from whole blood or plasma   Teststreifen und Verfahren um HDL-Cholesterin im Vollblut oder Plasma zu bestimmen   Bandelette de sang et procédé pour déterminer la concentration en cholestérol HDL à partir de sang entier ou de plasma	EP20105559A	12/23/2002	8/25/2010	Polymer Technology Systems Inc., Indianapolis, IN 46268, US, 100200921	Sunil, Anaoakar
European Patent Office	EP1540333A1	TEST STRIP AND METHOD FOR DETERMINING LDL CHOLESTEROL CONCENTRATION FROM WHOLE BLOOD   TESTSTREIFEN UND VERFAHREN ZUR BESTIMMUNG DER LDL-CHOLESTERINKONZENTRATION AUS VOLLBLUT   BANDE D'ESSAI ET PROCÉDE PERMETTANT DE DETERMINER LA CONCENTRATION DU CHOLESTEROL LDL A PARTIR D'UN ECHANTILLON DE SANG TOTAL	EP2003754634A	9/16/2003	1/24/2007	POLYMER TECHNOLOGY SYSTEMS INC	SHULL BRUCE

W.I.P.O (P.C.T.)	WO2010085271A1	DIAGNOSTIC MULTILAYER DRY PHASE TEST STRIP WITH INTEGRATED BIOSENSORS   BANDELETTE REACTIVE MULTICOUCHE DE DIAGNOSTIC EN PHASE SECHE AVEC BIOCAPTEURS INTEGRES	WO2009US47106A	6/1/2009	7/29/2010	POLYMER TECHNOLOGY SYSTEMS INC. US   LINDEMANN Bjorn F. DE	LINDEMANN, Bjorn, F.
W.I.P.O (P.C.T.)	WO2009155339A1	SYSTEM AND METHOD FOR PACKAGING DRY TEST STRIPS   SYSTEME ET PROCEDE DE CONDITIONNEMENT DE BANDELETTES REACTIVES SECHES	WO2009US47653A	6/17/2009	12/23/2009	POLYMER TECHNOLOGY SYSTEMS INC. US   HUFFSTODT Robert, US	HUFFSTODT, Robert
W.I.P.O (P.C.T.)	WO2009152373A1	HYBRID STRIP   BANDE HYBRIDE	WO2009US47100A	6/1/2009	12/17/2009	POLYMER TECHNOLOGY SYSTEMS INC. US   HUFFSTODT Robert, US   SUTOR James J. US	HUFFSTODT, Robert
W.I.P.O (P.C.T.)	WO2005028662A3	TEST STRIP AND METHOD FOR DETERMINING LDL CHOLESTEROL CONCENTRATION FROM WHOLE BLOOD   BATONNET DIAGNOSTIQUE ET PROCEDE PERMETTANT DE DETERMINER LA CONCENTRATION DE CHOLESTEROL A LDL A PARTIR DU SANG TOTAL	WO2004US30070A	9/16/2004	4/13/2006	POLYMER TECHNOLOGY SYSTEMS INC. US	SHULL, Bruce
W.I.P.O (P.C.T.)	WO2006023678A1	NON-PRECIPTATING BODILY FLUID ANALYSIS SYSTEM   SYSTEME D'ANALYSE D'UN FLUIDE CORPOREL NE PRECIPITANT PAS	WO2005US29458A	8/17/2005	3/2/2006	POLYMER TECHNOLOGY SYSTEMS INC. US	LAWRENCE, Gregory, M.
W.I.P.O (P.C.T.)	WO2006033733A1	BODILY FLUID ANALYSIS SYSTEM   SYSTEME D'ANALYSE DES FLUIDES ORGANIQUES	WO2005US29453A	8/17/2005	3/30/2006	POLYMER TECHNOLOGY SYSTEMS INC. US	LAWRENCE, Gregory, M.

W.I.P.O (P.C.T.)	WO2006023679A1	APPARATUS AND METHOD FOR MANUFACTURING BODILY FLUID TEST STRIP   APPAREL ET PROCEDE DE FABRICATION DE BANDELETTE DESSAI DE FLUIDE CORPOREL	WO2006U529459A	8/17/2005	3/2/2006	POLYMER TECHNOLOGY SYSTEMS INC. US	LAWRENCE, Gregory, M.
W.I.P.O (P.C.T.)	WO2005074609A3	TEST STRIP COMPOSITION AND METHOD TO MEASURE CHOLESTEROL FROM LOW DENSITY LIPOPROTEINS   COMBINAISON DE REACTIFS ET PROCEDE DE MESURE SUR BANDE DE TEST DIRECT DE CHOLESTEROL A PARTIR DE LIPOPROTEINES A FAIBLE DENSITE A DES TEMPERATURES AMBIANTES	WO2005U53234A	2/3/2005	1/19/2006	POLYMER TECHNOLOGY SYSTEMS INC. US	LAWRENCE, Gregory, M.
Germany	DE60225058T2	TESTSTREIFEN ZUR BESTIMMUNG VON TRIGLYCERIDKONZENTRATIONEN	DE60225058A	12/30/2002	10/15/2009	Polymer Technology Systems Inc. Indianapolis Ind. US	ANAOKAR, Sunil G. US
Germany	DE60214375T2	GERAT ZUR UNTERSUCHUNG VON KORPERFLUSSIGKEITEN MIT LOSBAR BEFESTIGTEM TRAGBAREM TESTGERAT	DE60214375A	4/23/2002	8/30/2007	Polymer Technology Systems Inc. Indianapolis Ind. US	HOUSEFIELD, T. Scott, Coconut Grove, FL 33133, US
Australia	AU2005209856B2	Test strip composition and method to measure cholesterol from low density lipoproteins	AU2005209856A	2/3/2005	6/10/2010	POLYMER TECHNOLOGY SYSTEMS INC	PASQUA JOHN
Germany	DE60225058D1	TESTSTREIFEN ZUR BESTIMMUNG VON TRIGLYCERIDKONZENTRATIONEN	DE60225058A	12/30/2002	3/27/2008	POLYMER TECHNOLOGY SYSTEMS INC	ANAOKAR SUNIL G
Mexico	MX2007001925A	NON-PRECIPIATING BODILY FLUID ANALYSIS SYSTEM.   SISTEMA PARA ANALISIS DE FLUIDOS CORPORALES SIN PRECIPITACION.	MX20071925A	2/16/2007	12/12/2007	POLYMER TECHNOLOGY SYSTEMS INC	LAWRENCE GREGORY M

Brazil	BR200507386A	combinação de reagentes e método para medição direta em tira de teste do colesterol e lipoproteínas de baixa densidade à temperatura ambiente	BRPI507386A	2/3/2005	7/1/02/2007	POLYMER TECHNOLOGY SYSTEMS INC	LAWRENCE GREGORY M
South Africa	ZA200404929A	Test strip for determining concentration of multiple analytes in a single fluid sample	ZA20044929A	12/30/2002	10/25/2006	POLYMER TECHNOLOGY SYSTEMS INC	ANAKAR SUNIL
Austria	AT337726T	GERÄT ZUR UNTERSUCHUNG VON KÖRPERFLÜSSIGKEITEN MIT LÖSBAR BEFESTIGTEM, TRAGBAREM TESTGERÄT	AT2002771810T	4/23/2002	9/15/2006	POLYMER TECHNOLOGY SYSTEMS INC	HOUSEFIELD SCOTT T
South Africa	ZA200502214A	Test strip and method for determining LDL cholesterol concentration from whole blood	ZA200502214A	3/16/2005	5/31/2006	POLYMER TECHNOLOGY SYSTEMS INC	SHULL BRUCE



## SCHEDULE B

### Trademarks

#### **Trademark Information**

The Company vigorously pursues trademark protection in countries where it has a substantial marketing presence or in countries where the risk of infringement is high. The following marks are currently registered to the Company, or registration is pending:

- CardioChek®, a standard character mark for medical diagnostic devices for hand-held blood testing, registered in the United States under U.S. Reg. No. 3,085,202 on April 25, 2006. International applications are pending or registered in the following countries:

Country	Status	Application No. / Registration No.	Filing Date / Registration Date
Australia	Registered	Unknown	10/25/2006
Austria	Pending	880515	11/02/2005
		880515	11/02/2005
China	Registered	880515	11/02/2005
		006062897	07/03/2007
European Community	Registered	006062897	08/21/2008
		880515	11/02/2005
Finland	Registered	Unknown	01/11/2008
		880515	11/02/2005
Germany	Registered	880515	07/17/2007
		880515	11/02/2005
Hungary	Registered	Unknown	10/17/2006
India	Pending	1881037	11/05/2009
		880515	11/02/2005
Ireland	Registered	880515	01/27/2009
		T06/08524Z	11/02/2005
Singapore	Registered	880515	07/20/2006
		880515	11/02/2005
Sweden	Registered	880515	03/19/2008
		880515	11/02/2005
Syria	Registered	880515	04/02/2007
Turkey	Pending	880515	11/02/2005

Country	Status	Application No. / Registration No.	Filing Date / Registration Date
United Kingdom	Registered	880515	11/02/2005
		Unknown	11/02/2005
United States	Registered	78/621442	05/02/2005
		3085202	04/25/2006

- CardioChek Link®, a standard character mark for software for a hand-held electronic instrument for analyzing blood drawn from a living human being, registered in the United States under U.S. Reg. No. 3,681,134 on September 8, 2009.
- Cholestron®, a standard character mark for computer programs and program manuals all sold as a unit for use in cholesterol diagnostic testing application, registered in the United States under U.S. Reg. No. 2,435,646 on March 13, 2001.
- MEMo CHIP®, a standard character trademark for computer eeprom chips used to calibrate medical devices, registered in the United States under U.S. Reg. No. 3,625,304 on May 26, 2009. International applications are pending or registered in the following countries:

Country	Status	Application No. / Registration No.	Filing Date / Registration Date
Australia	Registered	1262887	05/27/2008
		974550	05/27/2008
China	Pending	974550	05/27/2008
European Community	Registered	974550	05/27/2008
		974550	05/27/2008
Japan	Registered	974550	05/27/2008
		974550	04/23/2009
Turkey	Registered	974550	05/27/2008
		974550	06/10/2009
United States	Registered	77/336655	11/26/2007
		3625304	05/26/2009

- PTS®, a standard character mark for blood chemistry test strips, registered in the United States under U.S. Reg. No. 3,297,266 on September 25, 2007.

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- PTS®, a design logo for medical devices, registered in the United States under U.S. Reg. No. 3,585,823 on March 10, 2009. International applications are pending or registered in the following countries:

Country	Status	Application No. / Registration No.	Filing Date / Registration Date
Argentina	Published	2.863.631	10/06/2008
Australia	Registered	1276851 984926	09/11/2008 09/11/2008
Brazil	Published	830066489	10/09/2008
Canada	Registered	1412035 766655	09/24/2008 05/13/2010
European Community	Registered	984926 984926	09/11/2008 09/11/2008
India	Pending	1733693	09/12/2008
Japan	Pending	984926	09/11/2008
Korea	Registered	984926 984926	09/11/2008 11/19/2009
Mexico	Registered	962104 1090418	09/19/2008 03/19/2009
South Africa	Published	2008/21404	09/12/2008
Turkey	Registered	984926 984926	09/11/2008 09/11/2008
United States	Registered	77/446385 3585823	04/11/2008 03/10/2009

- PTS Panels®, a standard character mark for blood chemistry test strips, registered in the United States under U.S. Reg. No. 3,179,677 on December 5, 2006.

[Trademarks continue on next page.]

Trademarks (continued)

HIT No.	Query	Trademark	Database	Status	Class	Owner Name	Application Number	Registration Number	Application Date	Registration Date
CA-1	Q4	CardioCrak	Canada	PENDING	10	Polymer Technology Systems, Inc.	152294600	TMA000000		
CA-3	Q4	CHOLESTRON	Canada	REGISTERED	15 9 10	Polymer Technology Systems, Inc.	092572600	TMA386762		
MAX-2	Q4	CARDOLINK	Mexico	REGISTERED	9	POLYMER TECHNOLOGY SYSTEMS, INC.	780330	948167	02-MAY-2006	28-AUG-2008

SCHEDULE C

Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF DECEMBER 16, 2011 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY POLYMER TECHNOLOGY SYSTEMS, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF INDIANA (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNMENT

WHEREAS, POLYMER TECHNOLOGY SYSTEMS, INC., a corporation organized under the laws of the State of INDIANA (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement (together with its successors and assign in its capacity as agent, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Agent, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December \_\_\_\_, 2011.

POLYMER TECHNOLOGY SYSTEMS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page – IP Assignment – PTS]

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said POLYMER TECHNOLOGY SYSTEMS, INC., an Indiana corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of December, 2011.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

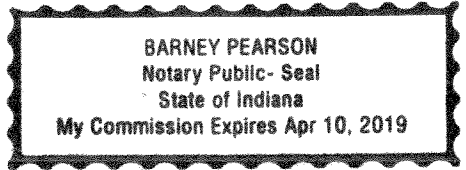


STATE OF Indiana )  
 ) SS:  
COUNTY OF Marion )

BEFORE ME, the undersigned authority, on this day personally appeared Robert Hoffstadt, President + CEO, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said POLYMER TECHNOLOGY SYSTEMS, INC., an Indiana corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>th</sup> day of December, 2011.

Barney Pearson  
Notary Public  
My commission expires: Apr. 10, 2019



*INTELLECTUAL PROPERTY SECURITY AGREEMENT – PNC BANK/PTS*