## 900217428 03/15/2012

## 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
United Biologics, LLC		103/05/2012	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Triangle Capital Corporation
Street Address:	3700 Glenwood Avenue
Internal Address:	Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	CORPORATION: MARYLAND

#### PROPERTY NUMBERS Total: 1

Property Type	Number Word Mark		
Registration Number:    3844135		UNITED ALLERGY LABS TESTING FOR A BETTER QUALITY OF LIFE	

#### **CORRESPONDENCE DATA**

 Fax Number:
 (919)821-6800

 Phone:
 919-821-6734

 Email:
 bfricks@smithlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Blake Simpson Fricks

Address Line 1: PO Box 2611

Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Blake Fricks
Signature:	/Blake Fricks/

TRADEMARK REEL: 004737 FRAME: 0109 OP \$40.00 3844135

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Date:	03/15/2012
Total Attachments: 4 source=Execution Version - Trademark Sec	urity Agreement#page2.tif urity Agreement#page3.tif

TRADEMARK REEL: 004737 FRAME: 0110

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 5, 2012, by and between UNITED BIOLOGICS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 100 NE Loop 410, Suite 200, San Antonio, Texas 78216, and TRIANGLE CAPITAL CORPORATION, a Maryland corporation ("Triangle"), as collateral agent (in such capacity, the "Secured Party") for the ratable benefit of itself and the other Holders from time to time party to the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among United Biologics Holdings, LLC, Grantor, Triangle, Fidus Mezzanine Capital, L.P. and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Guarantee, Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee, Pledge and Security Agreement") executed by the Grantor (and the other Grantors named therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Guarantee, Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following Collateral, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on <u>Schedule A</u>;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
  - (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee, Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Guarantee, Pledge and Security Agreement, the provisions of the Guarantee, Pledge and Security Agreement shall govern. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to conflict of laws principles thereof.

[Signature page follows]

TRADEMARK
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

UNITED BIOLOGICS, LLC

Name: Nicolas Hollis

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

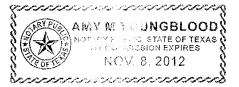
I, Amy M. Voundlood, a Notary Public for said County and State, do hereby certify that Vicolas Hollis personally appeared before me this day and stated that he/she is Of United Biologics, LLC and acknowledged, on behalf of United Biologics, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this  $\frac{5 \,\text{m}}{2}$  day of  $\frac{\text{Marth}}{2}$ , 2012.

Notary Public

My commission expires:

Nov. 8,2012



Signature Page to Trademark Security Agreement

Agreed and Accepted as of the day of 2012.

TRIANGLE CAPITAL CORPORATION as Secured Party

Signature Page to Trademark Security Agreement

# Schedule A to Trademark Security Agreement

## TRADEMARKS

Mark	Registration Number	Registration Date	Country
UNITED ALLERGY LABS TESTING FOR A BETTER QUALITY OF LIFE AllergyLabs	3844135	09-07-2010	U.S.

**RECORDED: 03/15/2012** 

TRADEMARK
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