

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Millennium Laboratories, Inc.		03/29/2012	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	4027489	ML
Serial Number:	77906998	MILLENNIUM LABORATORIES
Registration Number:	4044667	R.A.D.A.R.
Serial Number:	85479248	TOX FOR DOCS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2124552502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com
Correspondent Name:	Mindy M. Lok, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1664
-------------------------	-------------

CH \$115.00 4027489

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	04/24/2012
Total Attachments: 8 source=MiIT#page1.tif source=MiIT#page2.tif source=MiIT#page3.tif source=MiIT#page4.tif source=MiIT#page5.tif source=MiIT#page6.tif source=MiIT#page7.tif source=MiIT#page8.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 29, 2012 is made by Millennium Laboratories, Inc., a California corporation, with an address at 16981 Via Tazon, San Diego, CA 92127 (the “Borrower”), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 29, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Millennium Lab Holdings, Inc. (“Holdings”), the Borrower, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 29, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

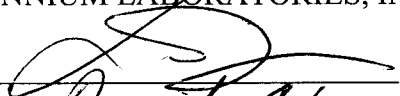
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILLENNIUM LABORATORIES, INC.

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

Name:

Title:

  
*David Cohen*  
*Chief Deputy Officer*

ACKNOWLEDGMENT OF BORROWER

STATE OF )  
 ) ss  
COUNTY OF )

On the 29<sup>th</sup> day of March 2012, before me personally came \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of Millennium Laboratories, Inc., a California company; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

*See attached*

ACKNOWLEDGMENT

State of California  
County of San Diego

On March 28 2012 before me, Jean Duong, Public Notary  
(insert name and title of the officer)

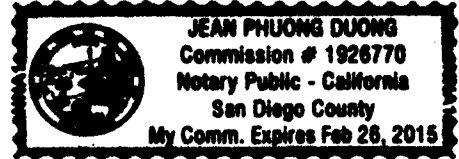
personally appeared David Cohen  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

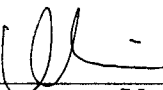
WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: **Vanessa Chiu**  
Title: **Executive Director**



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York,  
COUNTY OF New York ss

On the 29<sup>th</sup> day of March, 2012, before me personally came Vanessa Chiu, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Adrea Adams  
Notary Public **ADREA S. ADAMS**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BRONX COUNTY  
REG. #01AD6237811  
MY COM. EXPIRES MARCH 28, 2015

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ML	Reg. No. 4,027,489
MILLENNIUM LABORATORIES	Ser. No. 77/906,998
R.A.D.A.R.	Reg. No. 4,044,667
TOX FOR DOCS	Ser. No. 85/479,248