

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
Bostwick Laboratories, Inc.		09/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	Two Bethesda Metro Center, Suite 600
Internal Address:	c/o GE Healthcare Financial Services, Inc.
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3909481	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES
Registration Number:	3909482	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES
Registration Number:	3120611	B FOR ABSOLUTE CONFIDENCE
Registration Number:	3428460	DERMATOCOR
Registration Number:	2765291	FOR ABSOLUTE CONFIDENCE
Registration Number:	3180365	GASTROCOR
Registration Number:	3790858	GASTROFISH
Registration Number:	3317042	GYN FOR ABSOLUTE CONFIDENCE
Registration Number:	3180366	GYNECOR
Registration Number:	3610422	HEMATOCOR
Registration Number:	3134380	MICROVYSION
Registration Number:	3293424	NEPHROCOR
Registration Number:	3459205	OPTIMIZE YOUR RESULTS

OP \$715.00 3909481

Registration Number:	3324311	PCA3PLUS
Registration Number:	3459206	QC SCIENCES
Registration Number:	3301361	RENALVYSION
Registration Number:	3429684	RESOLVE
Registration Number:	3263770	SELENIUMHEALTH
Registration Number:	3290966	THE NEXT GENERATION MOLECULAR TEST FOR PROSTATE CANCER
Registration Number:	3129382	TRIVYSION
Registration Number:	3429683	TRUTEST
Registration Number:	3180367	UROMAX24
Registration Number:	3229251	URO PREDICT
Registration Number:	3883340	UTEROFISH
Registration Number:	3414584	WEBDOX
Serial Number:	85605497	BLADDERVYSION
Serial Number:	85605512	PROSTAVYSION
Serial Number:	85605505	PROSTACLEAR

CORRESPONDENCE DATA

Fax Number: 7036106200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 7036106100
Email: boxip@hoganlovells.com
Correspondent Name: Valerie Brennan of Hogan Lovells US LLP
Address Line 1: 7930 Jones Branch Drive, 9th Floor
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	88650.175
NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/
Date:	09/19/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2012 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

b) all renewals and extensions of the foregoing;

c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

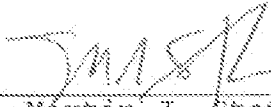
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

Very truly yours,


BOSTWICK LABORATORIES, INC.,
as Grantor

By: 
Name: Martin J. Stefanelli
Title: Chief Executive Officer

[Signatures Continue on Following Page]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent



By: 
Name: Brad Engel
Title: Duly Authorized Signatory

[End of Signature Pages]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARK

Trademark	Appl. No.	Reg. No.	Reg or Application Date
AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES	77804759	3909481	01/18/2011
AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES	77804769	3909482	01/18/2011
 B FOR ABSOLUTE CONFIDENCE	78691590	3120611	07/25/2006
DERMATOCOR	78823051	3428460	05/13/2008
FOR ABSOLUTE CONFIDENCE	76358801	2765291	09/16/2003
GASTROCOR	78762423	3180365	12/05/2006
GASTROFISH	77543372	3790858	05/18/2010
 GYN FOR ABSOLUTE CONFIDENCE	77153013	3317042	10/23/2007
GYNECOR	78762430	3180366	12/05/2006
HEMATOCOR	78823028	3610422	04/21/2009
MICROVYSION	78620037	3134380	08/22/2006
NEPHROCOR	77090246	3293424	09/18/2007
OPTIMIZE YOUR RESULTS	77234735	3459205	07/01/2008
PCA3PLUS	78899431	3324311	10/30/2007
QC SCIENCES	77234789	3459206	07/01/2008
RENALVYSION	77090261	3301361	10/02/2007
RESOLVE	77152984	3429684	05/20/2008
SELENIUMHEALTH	78884625	3263770	07/10/2007
THE NEXT GENERATION MOLECULAR TEST FOR PROSTATE CANCER	78935987	3290966	09/11/2007
TRIVYSION	78691612	3129382	08/15/2006
TRUTEST	77152963	3429683	05/20/2008
UROMAX24	78762434	3180367	12/05/2006
UROPREDICT	78762446	3229251	04/17/2007
UTEROFISH	77503700	3883340	11/30/2010
WEBDOX	78823078	3414584	04/22/2008

2. TRADEMARK APPLICATIONS

Trademark	Appl. No.	Reg. No.	Reg or Application Date
BLADDERVYSION	85605497		04/23/2012

Trademark	Appl. No.	Reg. No.	Reg or Application Date
PROSTAVYSION	85605512		04/23/2012
PROSTACLEAR	85605505		04/23/2012