

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
LabVantage Solutions Inc.		02/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Axis Bank Ltd., Singapore Branch		
Street Address:	9 Raffles Place, #48-0 1 Republic Plaza		
City:	Singapore		
State/Country:	SINGAPORE		
Entity Type:	Bank: PHILIPPINES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2816026	LABVANTAGE	
Registration Number:	2826800	SQL*LIMS	
CORRESPONDENCE DATA			
Fax Number:	2037822889		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203.498.4347		
Email:	fduffin@wiggin.com		
Correspondent Name:	Francis J. Duffin, Wiggin and Dana LLP		
Address Line 1:	One Century Tower, P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		
ATTORNEY DOCKET NUMBER:	401864/GEN001		
DOMESTIC REPRESENTATIVE			
Name:	Francis J. Duffin, Wiggin and Dana LLP		
Address Line 1:	One Century Tower, P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		

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TRADEMARK

NAME OF SUBMITTER:	Francis J. Duffin
Signature:	/fjd/
Date:	03/04/2013
Total Attachments: 9 source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page1.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page2.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page3.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page4.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page5.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page6.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page7.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page8.tif source=2 26 13 Security Agreement Labvantage Solutions and Axis Bank Singapore Branch#page9.tif	

EXECUTION COPY

COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

DATED February 26, 2013

between

LABVANTAGE SOLUTIONS INC.

and

AXIS BANK LTD., SINGAPORE BRANCH

THIS AGREEMENT is dated February 26, 2013

BETWEEN:

- (1) **LABVANTAGE SOLUTIONS INC.**, as grantor (the **Grantor**); and
- (2) **AXIS BANK LTD., SINGAPORE BRANCH**, as security agent (together with its successor(s) thereto in such capacity) for the Finance Parties party to the Credit Agreement described below (in this capacity the **Security Agent**).

BACKGROUND:

WHEREAS, TCG Lifesciences Ltd., the Grantor, the Security Agent and certain other parties thereto entered into a credit agreement dated August 7, 2009, as amended pursuant to an Amendment Agreement dated October 7, 2009 (the **2010 Credit Agreement**), pursuant to which a loan was made to the Grantor on the terms and conditions as set forth in the 2010 Credit Agreement.

WHEREAS, the Grantor entered into a security agreement (the **2010 Security Agreement**) in connection with the 2010 Credit Agreement between, among others, the Grantor and the Security Agent granting first priority security interest and lien on the personal property of the Grantor (the **2010 Security Interest**), as set forth in more detail in the 2010 Security Agreement

WHEREAS, the Grantor entered into a copyright security agreement (the **2010 Copyright Security Agreement**) and a trademark security agreement (the **2010 Trademark Security Agreement**) with the Security Agent, both in connection with the 2010 Credit Agreement and the 2010 Security Agreement, granting first priority security interest and lien in all of the Copyright Collateral (as defined in the 2010 Copyright Security Agreement) and Trademark Collateral (as defined in the 2010 Trademark Security Agreement) to secure all obligations, as set forth in more detail in the 2010 Copyright Security Agreement and the 2010 Trademark Security Agreement.

WHEREAS, TCG Lifesciences Mauritius Ltd., the Grantor, the Security Agent and certain other parties thereto have now entered into a new Credit Agreement dated Feb 26, 2013 (and as may be amended, modified or supplemented from time to time) (the **Credit Agreement**) in addition to the 2010 Credit Agreement, pursuant to which the Finance Party has agreed to make a loan to the Grantor on the terms and conditions as set forth in the Credit Agreement.

WHEREAS in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement dated as of February 26, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the **Security Agreement**).

WHEREAS, pursuant to the Security Agreement, the Grantor is also granting the Security Agent a continuing security interest in and lien on all of the Copyright Collateral and the Trademark Collateral (as defined below) to secure all obligations, such security interest to rank pari passu with the security interest created pursuant to the 2010 Copyright Security Agreement and the 2010 Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Finance Party, as follows:

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 in the Security Agreement.

2. GRANT OF SECURITY INTEREST

The Grantor hereby grants to the Security Agent, for its benefit and the ratable benefit of each other Finance Party, and hereby grants to the Security Agent, for its benefit and the ratable benefit of each other Finance Party, a continuing security interest in all of the following property of the Grantor, whether now or hereafter existing or acquired by the Grantor:

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those set forth below in **Schedule 1**, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the **Trademark**);
 - (b) all Trademark licenses for the grant by the Grantor of any right to use any Trademark and all trademark licenses for the grant to the Grantor of any right to use any trademark (to the extent permitted);
 - (c) all of the goodwill of the business connected with the use of, and symbolized by the item described in, clause (a), and to the extent applicable clause (b);
 - (d) the right to sue third parties for past, present and future infringements of any intellectual property described in clause (a) and, to the extent applicable, clause (b); and
 - (e) proceeds of, and rights associated with the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.
- (collectively items (a) to (e) above are referred to as the **Trademark Collateral**)
- (f) all copyrights of the Grantor, whether now or hereafter existing or acquired by the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights set forth below in **Schedule 2**.

(item (f) above is referred to as the **Copyright Collateral**)

3. SECURITY INTEREST

The security interest shall be a first priority Lien on and security interest in all of the Trademark Collateral and the Copyright Collateral and shall rank pari passu with the Lien and security interest created under the 2010 Security Agreement, the 2010 Copyright Security Agreement and the 2010 Trademark Security Agreement, until the loan and amounts due under the 2010 Security Agreement and the 2010 Credit Agreement are paid in full and thereafter the Secured Party shall have a continuing first priority Lien on and security interest in the Trademark Collateral and the Copyright Collateral.

4. SECURITY AGREEMENT

4.1 This Agreement has been executed and delivered by the Grantor for the purposes of registering the security interest of the Security Agent:

(a) in the Trademark Collateral with the United States Patent and Trademark Office,

(b) in the Copyright Collateral with the United States Copyright Office, and

corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Finance Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Finance Party thereunder) shall remain in full force and effect in accordance with its terms.

4.2 The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Copyright Collateral and the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS

This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

The undersigned, intending to be legally bound, have executed and delivered this Agreement on the date stated at the beginning of this Agreement.

SCHEDULE 1

TRADEMARK

Registered Trademarks

Mark: LABVANTAGE
Serial. No. 76210915
Reg. No.: 2816026
Jurisdiction: United States
Filing Date: February 21, 2001
Registration Date: February 24, 2004

Mark: LABVANTAGE
Reg. No.: 6073548
Jurisdiction: European Community
Filing Date: July 5, 2007
Registration Date:

Mark: SQL*LIMS
Serial No. 75922676;
Reg. No. 2826800
Jurisdiction: United States
Filing Date: February 18, 2000
Registration Date: March 30, 2004

Mark: SQL*LIMS
Reg. No.: 145927
Jurisdiction: Australia
Registration Date: September 13, 2002

Pending Trademark Applications of LabVantage Solutions, Inc.

Mark: LABVANTAGE
Application. No.: 1576502
Jurisdiction: India
Filing Date: July 5, 2007

Mark: LABVANTAGE
Application. No.: 6137915
Jurisdiction: Peoples Republic of China
Filing Date: July 29, 2007

Mark: SQL*LIMS
Application No.: 007032642
Jurisdiction: Australia
Filing Date: March 7, 2008

SCHEDULE 2

COPYRIGHT

Item A. Copyrights/Mask Works

LabVantage Solutions, Inc. claims common law copyrights in all of its software and related documentation, and in all its marketing collateral.

Registered Copyrights/Mask Works owned by LabVantage Solutions, Inc.

Country: USA
Registration No.; TX 6-346-702
Effective Date of Registration: March 27, 2006
Authors: LabVantage Solutions, Inc.
Title: LabVantage Workflow Manager

Country: USA
Registration No. TX 6-346-703
Effective Date of Registration: March 27, 2006
Authors: LabVantage Solutions, Inc.
Title: Sapphire R4 Performance

Country: USA
Registration No. TX 6-346-704
Effective Date of Registration: March 27, 2006
Authors: LabVantage Solutions, Inc.
Title: Sapphire R4 Architecture

Country: USA
Registration No. TX 6-346-705
Effective Date of Registration: March 27, 2006
Authors: LabVantage Solutions, Inc.
Title: Sapphire Hardware Configuration Requirements

Country: USA
Registration No. TX 6-346-706
Effective Date of Registration: March 27, 2006
Authors: LabVantage Solutions, Inc.
Title: LabVantage 21 CFR Part 11

Country: USA
Registration No. TX0005509023
Effective Date of Registration: January 30, 2002
Authors: LabVantage Solutions, Inc.
Title: Sapphire 3.0

Country: USA
Registration No.: TX0006488639
Filing Date: September 5, 2006

Authors: LabVantage Solutions, Inc.
Title: Sapphire R.5.0

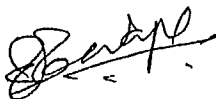
Country: USA
Registration No.: TX0005509024
Filing Date: January 30, 2002
Authors: LabVantage Solutions, Inc.
Title: LVL Release 5.2

SIGNATORIES

Grantor

LABVANTAGE SOLUTIONS INC.

By: _____



Name: Rakesh Chandul Pandya

Title: Authorized Signatory

Security Agent

AXIS BANK LTD., SINGAPORE BRANCH

By: _____

Name:

Title:

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SIGNATORIES

Grantor

LABVANTAGE SOLUTIONS INC.

By: _____

Name:

Title:

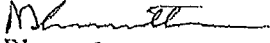
Security Agent

AXIS BANK LTD., SINGAPORE BRANCH

By: _____

Name:

Title:


Bimal Bhattacharyya
Chief Executive Officer

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Signature Page to the Copyright and the
Trademark Security Agreement