

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
Red Oak Research, Inc.		03/13/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Administrative Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3819389	BIOCLINICA	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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) 326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Jennifer Thomas, Esq.		
Address Line 1:	222 East 41st Street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	601755-185039		
NAME OF SUBMITTER:	Jennifer Thomas		
Signature:	/Jennifer Thomas/		

CH \$40.00 3819389

Date:

03/19/2013

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 13, 2013 (“Agreement”), between RED OAK RESEARCH, INC., a Delaware corporation (together with its successors and assigns, the “Grantor”), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of March 13, 2013 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the “Credit Agreement”), among BIOCORE HOLDINGS, INC., a Delaware corporation (together with its successors and assigns, the “Borrower”), the lending institutions named as lenders therein (together with their successors and assigns, the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of March 13, 2013 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest.

(a) As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired (hereafter collectively called the “Specified Collateral”):

(1) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(3) all registrations and recordings with respect to any of the foregoing; and

(4) all reissues, extensions and renewals of any of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

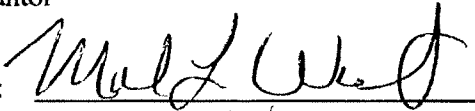
Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 6. Jury Trial Waiver. **THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR 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 HERewith OR THE TRANSACTIONS RELATED THERETO.**

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**RED OAK RESEARCH, INC.**, as the  
Grantor

By:   
Name: MARK D. WEINSTEIN  
Title: PRESIDENT

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004985 FRAME: 0166**

KEYBANK NATIONAL ASSOCIATION, as  
Collateral Agent

By: 

Name: Peter W. Richer

Title: Managing Director

**Schedule A  
to Collateral Assignment of  
Trademarks**

TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.  
REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE:

**Trademarks**

**Registration No.**

BIOCLINICA

3819389