

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
Accutest Corporation		06/05/2013	CORPORATION: NEW JERSEY
Accutest Mountain States, Inc.		06/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1728426	ACCUTEST	
Registration Number:	2852596	LABLINK	
Registration Number:	3491885	QUALITY DATA ON TIME	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
Phone:	312-609-7804		
Email:	ccasey@vedderprice.com		

<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name: Christine Casey	
Address Line 1: 222 N. LaSalle Street	
Address Line 2: c/o Vedder Price P.C.	
Address Line 4: Chicago, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	36942.00.0011
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	06/06/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM271185
Receipt Date:	06/06/2013
Fee Amount:	\$90

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 5th day of June, 2013, by ACCUTEST CORPORATION, a New Jersey corporation, and ACCUTEST MOUNTAIN STATES, INC., a Delaware corporation (individually and collectively referred to herein as the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor, and/or certain of its affiliates, Administrative Agent, Servicing Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates (together with Grantor, collectively and individually, "Borrower"), by Lenders;

WHEREAS, to induce Administrative Agent, Servicing Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for the benefit of the Agents and Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for the benefit of the Agents and Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

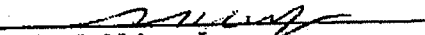
[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

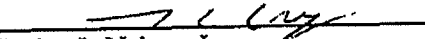
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

ACCUTEST CORPORATION, a New Jersey corporation

By: 
Gordon L. Nelson, Jr.
Vice President

ACCUTEST MOUNTAIN STATES, INC., a Delaware corporation

By: 
Gordon L. Nelson, Jr.
Vice President

CHICAGO/#2448782

TRADEMARK
REEL: 005042 FRAME: 0614

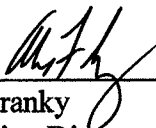
(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

ADMINISTRATIVE AGENT:


**MONROE CAPITAL MANAGEMENT
ADVISORS LLC**

By: _____


Alex Franky
Managing Director

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Trademark	Database	Registration/ Application Number	Registration/ Application Date	Status	Owner
ACCUTEST	New Jersey	2686	2/25/1981	Registered	Accutest Corporation
	US	1,728,426	10/27/1992	Registered	Accutest Corporation
LABLINK	New Jersey	4646	1/20/1989	Registered	Accutest Corporation
LABLINK	US	2,852,596	6/15/2004	Registered	Accutest Corporation
QUALITY DATA ON TIME	US	3,491,885	8/26/2008	Registered	Accutest Mountain States, Inc.