

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
Atherotech, Inc.		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3237258	THE VAP CHOLESTEROL TEST
Registration Number:	2758837	VAP
Registration Number:	4158304	THE LIPID LIBRARY A RESOURCE FROM ATHERO
Registration Number:	3899774	ATHEROTECH
Registration Number:	3900647	THE VAP TEST FROM ATHEROTECH
Registration Number:	3900650	OUR HEALTHY HEART DISEASE MANAGEMENT FRO
Registration Number:	3900651	ATHEROTECH DIAGNOSTICS LAB
Serial Number:	85919915	OUR HEALTHY HEART
Serial Number:	85681411	THE VAP LIPID PANEL +
Serial Number:	85681402	VLP VERTICAL LIPOPROTEIN PARTICLE TEST

CORRESPONDENCE DATA

Fax Number: 4044435697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$265.00 3237258

via US Mail.

Phone: 704-343-2354
Email: lallen@mcguirewoods.com
Correspondent Name: Amy M. Callow, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street, N.E., Ste 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2043774-0018 ATHEROTECH
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	06/28/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 28, 2013, is made by **ATHEROTECH, INC.**, a Delaware corporation (the "Grantor"), in favor of **MADISON CAPITAL FUNDING LLC** ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of June 28, 2013, by Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. 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, hereby grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to Grantor of any right to use 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. Guarantee and Collateral 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 Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall take such actions in connection with its Trademark Collateral as are required by the Guarantee and Collateral Agreement.

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

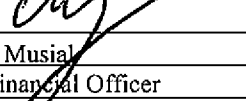
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

ATHEROTECH, INC.,
as Grantor


By: 
Name: Charles Musial
Title: Chief Financial Officer

ATHEROTECH, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005060 FRAME: 0418

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Faraaz Kamran
Title: Managing Director


ACKNOWLEDGMENT OF GRANTOR

State of Alabama)

) ss.

County of Jefferson)

On this 28th day of June 2013 before me personally appeared Charles Masiof, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Atherotech, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

GARY WABEL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 27, 2016



ATHEROTECH, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005060 FRAME: 0420

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Atherotech, Inc.	78920401	3,237,258	6/29/2006	5/1/2007
Atherotech, Inc.	78111228	2,758,837	2/26/2002	9/2/2003
Atherotech, Inc.	85033284	4,158,304	5/7/2010	6/12/2012
Atherotech, Inc.	85033179	3,899,774	5/7/2010	1/4/2011
Atherotech, Inc.	85049322	3,900,647	5/27/2010	1/4/2011
Atherotech, Inc.	85049360	3,900,650	5/27/2010	1/4/2011
Atherotech, Inc.	85049365	3,900,651	5/27/2010	1/4/2011

2. TRADEMARK APPLICATIONS

Grantor	Trademark Application Number	Date of Application
Atherotech, Inc.	85919915	5/1/2013
Atherotech, Inc.	85681411	7/19/2012
Atherotech, Inc.	85681402	7/19/2012

3. TRADEMARK LICENSES

None.