

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SeraCare Life Sciences, Inc.		08/16/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3935341	ACCUCCELL
Registration Number:	4143077	ACCUMUNE
Registration Number:	2109153	ACCURUN
Registration Number:	3838791	ACCURUN EQUALITY
Registration Number:	4150542	BBI DIAGNOSTICS
Registration Number:	3746183	EPIC

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-577-8265  
 Email: kristin.brozovic@kattenlaw.com  
 Correspondent Name: Kristin Brozovic c/o Katten  
 Address Line 1: 525 W Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60661

CH \$165.00 3935341

ATTORNEY DOCKET NUMBER:	214338-118
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/19/2013
Total Attachments: 5 source=Trademark Security Agreement- Borrower#page1.tif source=Trademark Security Agreement- Borrower#page2.tif source=Trademark Security Agreement- Borrower#page3.tif source=Trademark Security Agreement- Borrower#page4.tif source=Trademark Security Agreement- Borrower#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 16th day of August, 2013 by SERACARE LIFE SCIENCES, INC., a Delaware corporation (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### WITNESSETH

WHEREAS, the Grantor as “Borrower”, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated as of August 16, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks but excluding any Excluded Property (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by such Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor 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. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby

reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (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 such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.


5. Counterparts. This 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 document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

**SERACARE LIFE SCIENCES, INC.**, a Delaware corporation

By:   
Name: Harold W. Ingalls  
Title: CFO, Treasurer and Secretary

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005093 FRAME: 0755**

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By: \_\_\_\_\_



Name: Faraaz Kamran

Title: Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005093 FRAME: 0756**

**Schedule A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Current Owner/Applicant</b>	<b>Status</b>	<b>App. #</b>	<b>Filing Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>
ACCUCELL	SERACARE LIFE SCIENCES, INC.	Registered	77/880223	11/24/2009	3935341	3/22/2011
ACCUMUNE	SERACARE LIFE SCIENCES, INC.	Registered	77/880249	11/4/2009	4143077	5/15/2012
ACCURUN	SERACARE LIFE SCIENCES, INC.	Registered	75/198245	11/4/1996	2109153	10/28/1997
ACCURUN EQUALITY	SERACARE LIFE SCIENCES, INC.	Registered	77/710998	4/9/2009	3838791	4/25/2010
BBI DIAGNOSTICS	SERACARE LIFE SCIENCES, INC.	Registered	77/838683	9/30/2009	4150542	5/29/2012
EPIC	SERACARE LIFE SCIENCES, INC.	Registered	77/711018	4/9/2009	3746183	2/9/2010