

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Institute of Toxicology, Inc.		10/02/2013	CORPORATION: INDIANA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Fifth Third Bank
<b>Street Address:</b>	251 N. Illinois Street
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46204
<b>Entity Type:</b>	CORPORATION: OHIO

<b>PROPERTY NUMBERS Total: 13</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4282568	DIRECTIMED
Registration Number:	4188065	SELECTIMED
Registration Number:	4188067	AIT PATHWAYS
Registration Number:	4191919	GUIDEMED
Registration Number:	3962651	GOOD SCIENCE. GOOD DECISIONS. GOOD PRACT
Registration Number:	3971242	IT'S TIME TO RETHINK YOUR CRO
Registration Number:	3889661	
Registration Number:	3975079	AIT BIOSCIENCE
Registration Number:	3690475	
Registration Number:	3895875	AMERICAN INSTITUTE OF TOXICOLOGY
Registration Number:	3645544	AIT LABORATORIES
Registration Number:	3175928	A HIGHER STANDARD OF SERVICE
Registration Number:	3175929	DETECTIMED

**TRADEMARK**

OP \$340.00 4282568

CORRESPONDENCE DATA

Fax Number: 3176361507

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

Phone: 3172386248

Email: ipdocketing@kdlegal.com

Correspondent Name: Alastair J. Warr

Address Line 1: One Indiana Square

Address Line 2: Suite 2800

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	FTBC.00599
NAME OF SUBMITTER:	Alatair J. Warr
Signature:	/Alastair J. Warr/
Date:	10/03/2013

**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 2, 2013, by AMERICAN INSTITUTE OF TOXICOLOGY, INC., an Indiana corporation with a mailing address of 2265 Executive Drive, Indianapolis, Indiana 46241 (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, with offices at 251 North Illinois Street, Suite 1000, Indianapolis, Indiana 46204, and its successors and assigns (the "Bank").

### RECITALS

A. Grantor and AIT HOLDING COMPANY have entered into a Credit Agreement dated as of even date (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor and such others.

B. Grantor has entered into a Security Agreement dated as of the date hereof (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") with Bank pursuant to which certain obligations of Grantor owed to Bank are secured.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN INSTITUTE OF  
TOXICOLOGY, INC., an Indiana corporation

By: *R. Matthew Neff*  
R. Matthew Neff, Chief Executive Officer

STATE OF INDIANA )  
COUNTY OF HAMILTON ) SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Matthew Neff, the Chief Executive Officer of American Institute of Toxicology, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

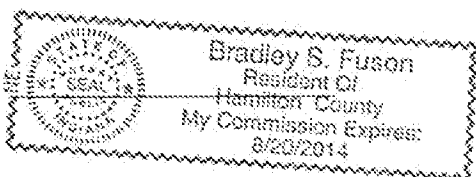
WITNESS my hand and Notarial Seal this 24 day of October, 2013.

*Bradley S. Fuson*  
Notary Public

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Notary Public (Printed)

My Commission Expires:

My County of Residence:



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**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**



American Institute of Toxicology, Inc. - Registered Trademarks

Case Ref.	Title	Application Date	Application No.	Registration Date	Registration No.	Country	International Classes	Case Status
AIT-T0001E	DRECTIMED	6/14/2012	65652,034	1/29/2013	4,262,568	United States of America	44	Registered/Granted
AIT-T0003E	SELECTIMED	9/9/2011	85419,059	8/7/2012	4,168,065	United States of America	44	Registered/Granted
AIT-T0004E	AIT PATHWAYS	9/12/2011	85419,878	8/7/2012	4,168,087	United States of America	44	Registered/Granted
AIT-T0005E	GUIDEMED	9/12/2011	85420,382	8/14/2012	4,161,919	United States of America	44	Registered/Granted
AIT-T0006E	GOOD SCIENCE. GOOD DECISIONS. GOOD PRACTICE.	10/16/2009	77850,705	5/17/2011	3,982,851	United States of America	42	Registered/Granted
AIT-T0007E	IT'S TIME TO RETHINK YOUR CRO	8/31/2009	77816,590	5/31/2011	3,971,242	United States of America	42	Registered/Granted
AIT-T0008E	(CIRCLE DESIGN)	4/21/2010	85019,418	12/14/2010	3,869,681	United States of America	42	Registered/Granted
AIT-T0009E	AIT BIOSCIENCE	4/7/2009	77708,633	6/7/2011	3,975,079	United States of America	42	Registered/Granted
AIT-T0010E	(DIAMOND DESIGN)	10/1/2008	77583,369	9/29/2009	3,690,475	United States of America	42, 44, 45	Registered/Granted
AIT-T0011E	AMERICAN INSTITUTE OF TOXICOLOGY	10/1/2008	77583,368	12/28/2010	3,695,875	United States of America	42, 44, 45	Registered/Granted
AIT-T0012E	AIT LABORATORIES	12/5/2007	77044,735	6/30/2009	3,845,544	United States of America	42, 44, 45	Registered/Granted
AIT-T0013E-JP	AIT BIOSCIENCE	7/27/2009	2009-056801	9/17/2010	5354256	Japan	42	Registered/Granted
AIT-T0014E-JP	(CIRCLE DESIGN)	10/21/2010	2010-82135	5/13/2011	5410401	Japan	42	Registered/Granted
AIT-T0015E-CN	AIT BIOSCIENCE	8/5/2009	7595993	4/21/2012	7595993	China	42	Registered/Granted

Case Ref.	Title	Application Date	Application No.	Registration Date	Registration No.	Country	International Classes	Case Status
AIT-T0017E-EM	(CIRCLE DESIGN)	10/21/2010	009463415	4/1/2011	009463415	European Community	42	Registered/Granted
AIT-T0018E	A HIGHER STANDARD OF SERVICE	1/17/2008	76653,423	11/28/2008	3,175,928	United States of America	42	Registered/Granted
AIT-T0019E	DETECTIMED	1/17/2008	76653,424	11/28/2008	3,175,929	United States of America	44	Registered/Granted
AIT-T0020E-EM	AIT BIOSCIENCE	7/2/2009	108400657	1/21/2010	009400657	European Community	42	Registered/Granted