

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
ACCUMETRICS, INC.		01/17/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	BLACKROCK KELSO CAPITAL CORPORATION		
Street Address:	40 East 52nd Street, 21st Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2320069	ACCUMETRICS	
Registration Number:	3002804	VERIFYNOW	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	121155-228461		
NAME OF SUBMITTER:	Ryan E. Thomas		
Signature:	/Ryan E. Thomas/		

TRADEMARK

Date:

01/30/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of January, 2014, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BLACKROCK KELSO CAPITAL CORPORATION, in its capacity as administrative agent for and representative of the Secured Parties (together with its successors, in such capacities, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 17, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "Credit Agreement") among ITC Nexus Holding Company, Inc., a Delaware corporation ("Holdings"), International Technidyne Corporation, a Delaware corporation ("ITC"), Accumetrics, Inc., a Delaware corporation ("Accu"), and together with ITC, each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time party thereto as "Lenders" (each a "Lender" and collectively, the "Lenders"), the guarantors from time to time party thereto, and Administrative Agent, the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers and the other Loan Parties as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of January 17, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantors are the owners of certain Trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, Trademark and service mark registrations, and applications for Trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Encumbrances) and lien in all of such Grantor's right, title and interest in, to and under the Trademark Collateral, whether presently existing or hereafter created or acquired, including:

all of the registered Trademarks and applications therefor (other than applications filed on an "intent-to-use" basis) owned by such Grantor including those referred to on Schedule I hereto;

all goodwill of the business connected with the use of, and symbolized by, the foregoing Trademarks; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License with respect to any such Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark registrations or applications therefor, the provisions of this Trademark

Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent with respect to any such additional Trademark registration granted after the date hereof in accordance with the Security Agreement. Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement in accordance with the Security Agreement by amending Schedule I to include any such new Trademark registration or applications therefor owned by Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. TERMINATION. Upon the termination of the Security Agreement, Administrative Agent shall promptly, upon request from such Grantor and at such Grantors sole expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Copyright Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in immediately available funds of all Obligations other than amounts owing in respect of indemnification, expense reimbursement, yield protection or tax gross-up and contingent obligations, in each case with respect to which no claim has been made. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained

therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

GRANTORS:

**INTERNATIONAL TECHNIDYNE
CORPORATION**

By: 

Name: Scott Cramer

Title: President and Chief Executive Officer

ACCUMETRICS, INC.

By: 

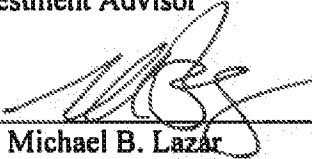
Name: Scott Cramer

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**BLACKROCK KELSO CAPITAL
CORPORATION**, as Administrative Agent

By: BlackRock Kelso Capital Advisors LLC,
its Investment Advisor

By: 
Name: Michael B. Lazar
Title: Chief Operating Officer

Notice Address:

BlackRock Kelso Capital Corporation
c/o BlackRock Kelso Capital Advisors LLC
40 East 52nd Street
New York, New York 10022
Facsimile: (212) 810-5801
E-mail: sjb@blackrockkelso.com

With a copy to:

BlackRock Kelso Capital Corporation
c/o BlackRock Kelso Capital Advisors LLC
40 East 52nd Street
New York, New York 10022
Attn: Laurence Paredes, Esq.
Facsimile: (212)810-5801
E-mail: ldp@blackrockkelso.com

With a copy to (such copy not to constitute notice):

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Attn: Bruce J. Rader, Esq.
Facsimile: (212) 355-3333

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

OWNER	MARK	REG. NO. (App. No.)	DATE REG. (App. Date)
International Technidyne Corporation	DIRECT CHECK	2124113	12/23/1997
International Technidyne Corporation	SUPERSERUM	1702776	7/28/1992
International Technidyne Corporation	HEMOCHRON	918055	08/10/1971
International Technidyne Corporation	PROTIME	2016285	11/12/1996
International Technidyne Corporation	RX DX	1808766	12/07/1993
International Technidyne Corporation	SURGICUTT	1460731	10/13/1987
International Technidyne Corporation	TENDERFOOT	1547220	07/11/1989
International Technidyne Corporation	TENDERLETT	1709287	8/18/1992
International Technidyne Corporation	HEPCHECK	2453988	05/22/2001
International Technidyne Corporation	IRMA	1875871	01/24/1995
International Technidyne Corporation	TENDERFOOT (word mark)	2844928	5/25/2004
International Technidyne Corporation	HGB PRO PROFESSIONAL HEMOGLOBIN TESTING	2762454	9/9/2003
International Technidyne Corporation	ITC (word mark)	2899627	11/2/2004
International Technidyne Corporation	IRMA TRUPOINT	2974538	7/19/2005
International Technidyne Corporation	TRUPOINT	2974539	7/19/2005
International Technidyne Corporation	HEMOCHRON SIGNATURE ELITE	3036770	12/27/2005
International Technidyne Corporation	AVOXIMETER	3035479	12/27/2005
International Technidyne Corporation	HEMONOX	3325607	10/20/2007
International Technidyne Corporation	ITC	3444852	6/10/2008
International Technidyne Corporation	WE MEASURE MORE AT THE POINT-OF-CARE	3445012	6/10/2008
International Technidyne Corporation	AVOX	3857242	10/5/2010
International Technidyne Corporation	ITC ENSEMBLE	4377430	7/30/13
International Technidyne Corporation	PROTIME INRHYTHM	4035342	10/4/2011
International Technidyne Corporation	ACCRIVA	(86039025)	(8/5/13)
International Technidyne Corporation	ACCRIVA DIAGNOSTICS	(86/039033)	(8/15/13)
Accumetrics, Inc.	ACCUMETRICS	2320069	2/22/2000
Accumetrics, Inc.	VERIFYNOW	3002804	9/27/2005

Owner	COUNTRY	MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	STATUS
International Technidyne Corporation	Australia	HEMOCHRON	1115784	5/26/2006	Registered
International Technidyne Corporation	Australia	AVOX	1249394	5/5/2008	Registered
International Technidyne Corporation	Canada	AVOX	811785	11/16/2011	Registered
International Technidyne Corporation	Canada	HEMOCHRON	615220	7/20/2004	Registered
International Technidyne Corporation	Canada	ITC	647519	9/8/2005	Registered
International Technidyne Corporation	Canada	HEMOCHRON SIGNATURE ELITE	686962	5/4/2007	Registered
International Technidyne Corporation	Canada	IRMA	460921	8/9/1996	Registered
International Technidyne Corporation	European Community	PROTIME	008262479	12/01/2009	Registered
International Technidyne Corporation	European Community	PROTIME INRHYTHM	008262719	01/05/2010	Registered
International Technidyne Corporation	European Community	TENDERFOOT	008262867	11/22/2009	Registered
International Technidyne Corporation	European Community	HEMOCHRON	002003390	5/3/2002	Registered
International Technidyne Corporation	European Community	HEMONOX	005133822	4/27/2007	Registered
International Technidyne Corporation	European Community	ITC	003233426	10/30/2006	Registered
International Technidyne Corporation	European Community	IRMA TRUPOINT	003688091	5/25/2005	Registered
International Technidyne Corporation	European Community	TRUPOINT	003688108	5/3/2005	Registered
International Technidyne Corporation	European Community	HEMOCHRON SIGNATURE ELITE	003920642	9/1/2005	Registered
International Technidyne Corporation	European Community	SURGICUTT	009443541	3/20/2011	Registered
International Technidyne Corporation	European Community	ITC ENSEMBLE	11274222	3/18/2013	Registered
International Technidyne Corporation	Japan (Madrid Protocol)	AVOX	965219	7/3/2008	Registered
International Technidyne Corporation	Japan	HEMOCHRON	1178322	01/30/1996	Registered
International Technidyne Corporation	Japan	ITC	4776256	6/4/2004	Registered
International Technidyne Corporation	Japan	IRMA	4213721	11 /20/ 1998	Registered
International Technidyne Corporation	Japan	HEMOCHRON SIGNATURE ELITE	4837500	2/4/2004	Registered

Owner	COUNTRY	MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	STATUS
International Technidyne Corporation	Japan	JACTLR	5046979	5/11/2007	Registered
International Technidyne Corporation	Japan	JACT-ER	5145803	6/27/2008	Registered
International Technidyne Corporation	Madrid Protocol (Protection extended to Australia, the EU, Japan, and Turkey)	AVOX	965219	7/3/2008	Registered
International Technidyne Corporation	Turkey (Madrid Protocol)	AVOX	965219	7/3/2008	Registered
International Technidyne Corporation	Turkey	ITC	2007/1881 9	4/10/2007	Registered
International Technidyne Corporation	Turkey	HEMOCHRON	2007/1882 0	4/10/2007	Registered
Accumetrics, Inc.	Australia	ACCUMETRICS	1282517	12/4/2008	Registered
Accumetrics, Inc.	Australia (Madrid Protocol)	ACCUMETRICS	989368	1/29/2009	Registered
Accumetrics, Inc.	Australia (Madrid Protocol)	VERIFYNOW	988457	1/8/2009	Registered
Accumetrics, Inc.	Canada	ACCUMETRICS	808533	10/7/2011	Registered
Accumetrics, Inc.	Canada	VERIFYNOW	808532	10/7/2011	Registered
Accumetrics, Inc.	China (Madrid Protocol)	ACCUMETRICS	989368	1/29/2009	Registered
Accumetrics, Inc.	China	ACCUMETRICS VERIFYNOW	11106798	11/7/2013	Registered
Accumetrics, Inc.	China	ACCUMETRICS VERIFYNOW	11106797	11/7/2013	Registered
Accumetrics, Inc.	European Community (Madrid Protocol)	ACCUMETRICS	989368	12/4/2008	Registered
Accumetrics, Inc.	European Community	ACCUMETRICS VERIFYNOW	004921193	7/4/2007	Registered
Accumetrics, Inc.	European Community	VERIFY NOW PRUTEST	11704343	8/29/2013	Registered
Accumetrics, Inc.	Japan (Madrid Protocol)	ACCUMETRICS	989368	4/15/2011	Registered
Accumetrics, Inc.	Japan	VERIFY NOW PRUTEST	5630458	11/15/2013	Registered

Owner	COUNTRY	MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	STATUS
Accumetrics, Inc.	Japan (Madrid Protocol)	VERIFYNOW	988457	5/20/2010	Registered
Accumetrics, Inc.	Madrid Protocol (Protection extended to Australia, China, the EU, Japan, South Korea and Switzerland)	ACCUMETRICS	989368	1/29/2009	Registered
Accumetrics, Inc.	Madrid Protocol (Protection extended to Australia, China, Japan, South Korea and Switzerland)	VERIFYNOW	988457	1/8/2009	Registered
Accumetrics, Inc.	New Zealand	ACCUMETRICS	800426	6/18/2009	Registered
Accumetrics, Inc.	New Zealand	VERIFYNOW	800950	6/25/2009	Registered
Accumetrics, Inc.	South Korea (Madrid Protocol)	ACCUMETRICS	989368	3/4/2011	Registered
Accumetrics, Inc.	South Korea	ACCUMETRICS	400855721 0000	3/4/2011	Registered
Accumetrics, Inc.	South Korea (Madrid Protocol)	VERIFYNOW	988457	2/22/2010	Registered
Accumetrics, Inc.	South Korea	VERIFYNOW SYSTEM	400732554 0000	12/27/2007	Registered
Accumetrics, Inc.	South Korea	VERIFYNOW SYSTEM (Korean Characters)	400732556 0000	12/27/2007	Registered
Accumetrics, Inc.	Switzerland (Madrid Protocol)	ACCUMETRICS	989368	1/29/2009	Registered
Accumetrics, Inc.	Switzerland (Madrid Protocol)	VERIFYNOW	988457	1/8/2009	Registered