

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331083

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STERLING HEALTHCARE OPCO, LLC		02/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC		
<b>Street Address:</b>	30 S. Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86475800	CORDANT DEVICE SOLUTIONS	
<b>Serial Number:</b>	86475803	CORDANT DEVICE SOLUTIONS	
<b>Serial Number:</b>	86475808	CORDANT DEVICE SOLUTIONS	
<b>Serial Number:</b>	86475823	CORDANT HEALTH SOLUTIONS	
<b>Serial Number:</b>	86475828	CORDANT HEALTH SOLUTIONS	
<b>Serial Number:</b>	86475833	CORDANT HEALTH SOLUTIONS	
<b>Serial Number:</b>	86475837	CORDANT LABORATORY SOLUTIONS	
<b>Serial Number:</b>	86475839	CORDANT TECHNOLOGY SOLUTIONS	
<b>Serial Number:</b>	86475844	CORDANT TECHNOLOGY SOLUTIONS	
<b>Serial Number:</b>	86475847	CORDANT TECHNOLOGY SOLUTIONS	
<b>Serial Number:</b>	86475821	CORDANT FORENSIC SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126984599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.849.8213		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Raisa J. Garvin, McGuireWoods LLP		

OP \$290.00 86475800

TRADEMARK

**Address Line 1:** 77 West Wacker Drive  
**Address Line 2:** Suite 4100  
**Address Line 4:** Chicago, ILLINOIS 60601-1818

**ATTORNEY DOCKET NUMBER:** 2043774-0035

**NAME OF SUBMITTER:** Raisa J. Garvin

**SIGNATURE:** /Raisa J. Garvin/

**DATE SIGNED:** 02/04/2015

**Total Attachments: 8**

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source=Active\_64206781\_1\_MCF\_Sterling Healthcare - IP Security Agreement (executed) Sterling#page2.tif  
source=Active\_64206781\_1\_MCF\_Sterling Healthcare - IP Security Agreement (executed) Sterling#page3.tif  
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source=Active\_64206781\_1\_MCF\_Sterling Healthcare - IP Security Agreement (executed) Sterling#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 4, 2015, is made by **STERLING HEALTHCARE OPCO, LLC**, a Delaware limited liability company (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 February 4, 2015 (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 February 4, 2015, 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 Intellectual Property 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 Intellectual Property 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 mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and 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 Intellectual Property Collateral shall not include the Excluded Property (the "Intellectual Property Collateral");

(a) all of its Trademarks and all Trademark Licenses including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(b) all of its Patents and all Patent Licenses including, without limitation, those Patents referred to on Schedule 2 hereto;

(c) all of its Copyrights and Copyright Licenses including, without limitation, those Copyrights referred to on Schedule 3;

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, Patent, and Copyright;

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing; and

(g) all rights and remedies with respect to the foregoing, including, without limitation, to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (including the right to receive all proceeds and damages therefrom).

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Intellectual Property 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 Intellectual Property 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.

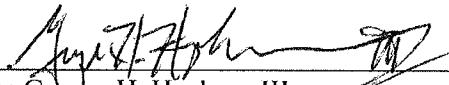
Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Intellectual Property 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.

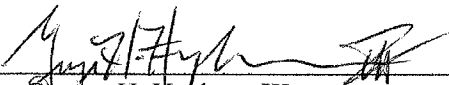
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[SIGNATURE PAGES FOLLOW]*

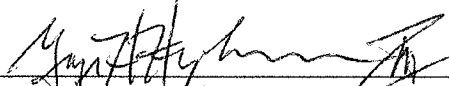
**STERLING HEALTHCARE OPCO, LLC**

By:   
Name: George H. Hepburn III  
Title: Vice President

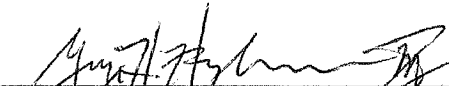
**AMERICAN FORENSIC TECHNOLOGY SERVICES, LLC**

By:   
Name: George H. Hepburn III  
Title: Vice President

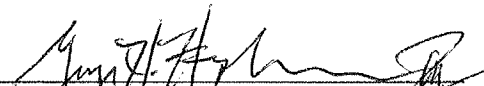
**ROCKY MOUNTAIN TOX, LLC**

By:   
Name: George H. Hepburn III  
Title: Vice President

**TECHNICAL RESOURCE MANAGEMENT, LLC**

By:   
Name: George H. Hepburn III  
Title: Vice President

**CORDANT RESEARCH SOLUTIONS, LLC**

By:   
Name: George H. Hepburn III  
Title: Vice President

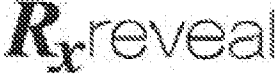

**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: **FARAAZ KAMRAN**  
Title: **MANAGING DIRECTOR**

**SCHEDULE 1  
TO  
INTELLECTUAL SECURITY AGREEMENT**

TRADEMARKS

<b>Owner</b>	<b>Mark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>
American Forensic Toxicology Services, LLC	RXREVEAL (Stylized) 	85-223551 (January 21, 2011)	4,018,871(August 30, 2011)
American Forensic Toxicology Services, LLC	AFTSLABS and Design 	85-224123 (January 24, 2011)	4,018,887 (August 30, 2011)
TECHNICAL RESOURCE MANAGEMENT, LLC	NORCHEM SENTRY	85/815,977 (01/04/2013)	4383800 (August 13, 2013)
TECHNICAL RESOURCE MANAGEMENT, LLC	NORCHEM	85/815,997 (01/04/2013)	4387632 (August 20, 2013)
Sterling Healthcare Opco, LLC	<b>CQDANT DEVICE SOLUTIONS</b>	86475800 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT DEVICE SOLUTIONS</b>	86475803 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT DEVICE SOLUTIONS</b>	86475808 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT FORENSIC SOLUTIONS</b>	86475821 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT HEALTH SOLUTIONS</b>	86475823 (12/09/2014)	N/A

<b>Owner</b>	<b>Mark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>
Sterling Healthcare Opco, LLC	<b>CQDANT HEALTH SOLUTIONS</b>	86475828 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT HEALTH SOLUTIONS</b>	86475833 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT LABORATORY SOLUTIONS</b>	86475837 12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT TECHNOLOGY SOLUTIONS</b>	86475839 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT TECHNOLOGY SOLUTIONS</b>	86475844 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	<b>CQDANT TECHNOLOGY SOLUTIONS</b>	86475847 (12/09/2014)	N/A



**SCHEDULE 2  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENTS**

<b>Owner</b>	<b>Title</b>	<b>Application Number (Filing Date)</b>	<b>Patent Number (Issue Date)</b>
Cordant Research Solutions, LLC	Systems and Methods to Determine Body Drug Concentration from an Oral Fluid	PCT/US14/34810 (April 21, 2014)	N/A

**SCHEDULE 3  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**COPYRIGHTS**

<b>Owner</b>	<b>Title</b>	<b>Registration Number</b>	<b>Date Registered</b>
Sterling Healthcare Opco, LLC	Medication Monitoring Algorithm for Workers Compensation Patients Who Are Or May be Prescribed Opiates	TXu1882654	September 5, 2013
	Medication Monitoring Algorithm for Chronic Non-Concern Pain Patients Who Are Or May be Prescribed Opiates	TXu1882763	September 5, 2013