

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECISION TOXICOLOGY, LLC		03/24/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86166173	PRECISION TOXICOLOGY	
Serial Number:	86166174	PRECISION TOXICOLOGY WHERE SCIENCE MEETS	
Serial Number:	86508593	PRECISION DIAGNOSTICS	
Serial Number:	86509927	PRECISION TBM	
Serial Number:	86509931	PRECISION TOXICOLOGY BENEFIT MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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>			
Phone:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2058659-0025		
NAME OF SUBMITTER:	Joyce Miller		

OP \$140.00 86166173

SIGNATURE:	/Joyce Miller/
DATE SIGNED:	03/25/2015
Total Attachments: 6 source=PrecisionSecurityAgmt#page1.tif source=PrecisionSecurityAgmt#page2.tif source=PrecisionSecurityAgmt#page3.tif source=PrecisionSecurityAgmt#page4.tif source=PrecisionSecurityAgmt#page5.tif source=PrecisionSecurityAgmt#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2015, by PRECISION TOXICOLOGY, LLC, a California limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as Administrative Agent ("Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of March 24, 2015, entered into among Grantor, as a Borrower, the other Persons who are or become parties thereto as Borrowers, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to Borrowers; and (b) a Guaranty and Collateral Agreement dated as of March 24, 2015, entered into among Grantor, Precision Toxicology Holdings, Inc., a Delaware corporation ("Holdings"), the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, each of Grantor and Holdings has granted to Administrative Agent, for the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the ratable benefit of the Lenders, 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, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. 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 Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds,” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

FORUM SELECTION AND CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 15.19, 15.20, AND 15.21 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

PRECISION TOXICOLOGY, LLC

By: 
Name: Kenton Whitfield
Title: Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____
Name: Matt Lane
Title: Director

Signature page to Trademark Security Agreement (Precision)

TRADEMARK
REEL: 005485 FRAME: 0157

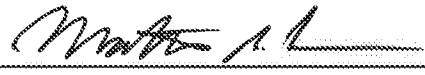
Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

PRECISION TOXICOLOGY, LLC

By: _____
Name: Kenton Whitfield
Title: Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Matt Lane
Title: Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks and Trademark Applications:

Trademarks applied for or registered in the United States:

Loan Party	Trademark Name	Trademark Registration No.	Date of Registration
Precision Toxicology, LLC	Precision Toxicology	86/166,173	Published, with opposition period expired without opposition. Registration will issue in due course.
Precision Toxicology, LLC	PRECISION TOXICOLOGY WHERE SCIENCE MEETS INTEGRITY AND DESIGN	86/166,174	Published, with opposition period expired without opposition. Registration will issue in due course.
Precision Toxicology, LLC	PRECISION DIAGNOSTICS	86/508,593	Pending
Precision Toxicology, LLC	PRECISION TBM	86/509,927	Pending
Precision Toxicology, LLC	PRECISION TOXICOLOGY BENEFIT MANAGEMENT	86/509,931	Pending

Trademarks registered in the European Union:

Loan Party	Trademark Name	Trademark Registration No.	Date of Registration
Precision Toxicology, LLC	PRECISION TOXICOLOGY WHERE SCIENCE MEETS INTEGRITY AND DESIGN	13083126	9/12/2014