

**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
Ameritox Ltd.		07/21/2009	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	Bank of Montreal, as administrative agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78630256	RX GUARDIAN
Serial Number:	78630260	POWER TO BUY YOUR NEED TO KNOW
Serial Number:	77757502	AMERITOX UNIVERSITY
Serial Number:	77608959	RX GUARDIAN AUTOREMINDER
Serial Number:	77571777	AMERITOX AUTOREMINDER
Serial Number:	77533856	AMER TOX
Serial Number:	77516005	PROTECT YOUR PATIENTS. PROTECT YOUR PRACTICE.
Serial Number:	77114002	POWERED BY YOUR NEED TO KNOW

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa

CH \$215.00 78630256

Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1647973

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 07/21/2009

Total Attachments: 6  
source=2656568#page1.tif  
source=2656568#page2.tif  
source=2656568#page3.tif  
source=2656568#page4.tif  
source=2656568#page5.tif  
source=2656568#page6.tif

## TRADEMARK COLLATERAL AGREEMENT

This 21st day of July, 2009, AMERITOX LTD., a Texas limited partnership ("*Debtor*"), with its principal place of business and mailing address at 300 East Lombard Street, Suite 1610, Baltimore, Maryland 21202, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of January 31, 2007 between the Debtor and the Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as granting a security interest to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be exempted from this Agreement.

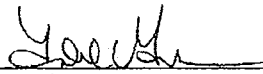
Debtor does hereby further acknowledge and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark

applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERITOX LTD.

By: Ameritox Testing Management, Inc., its  
General Partner

By   
Name Todd Gardner  
Title Treasurer and Chief Financial Officer

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

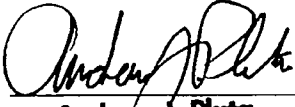
AMERITOX LTD.

By: Ameritox Testing Management, Inc., its  
General Partner

By \_\_\_\_\_  
Name Todd Gardner  
Title Treasurer and Chief Financial Officer

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By \_\_\_\_\_  
Name:   
Its: Andrew J. Pluta  
**Visa President**

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<u>OWNER</u>	<u>TRADEMARK/ SERVICE MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>COUNTRY</u>	<u>STATUS</u>
Ameritox Ltd.	RX GUARDIAN	N/A	N/A	78630256	5/16/2005	USA	Published- Intent to Use
Ameritox Ltd.	POWER TO BUY YOUR NEED TO KNOW	N/A	N/A	78630260	5/16/2005	USA	Abandoned- Intent to Use
Ameritox Ltd.	AMERITOX UNIVERSITY	N/A	N/A	77757502	06/11/2009	USA	Pending – Intent to Use
Ameritox Ltd.	RX GUARDIAN AUTOREMINDER	N/A	N/A	77608959	11/06/2008	USA	Published – Intent to Use
Ameritox Ltd.	AMERITOX AUTOREMINDER	N/A	N/A	77571777	09/17/2008	USA	Published – Intent to Use
Ameritox Ltd.	AMERITOX	3583307	03/03/2009	77533856	07/29/2008	USA	Registered

<u>OWNER</u>	<u>TRADEMARK/ SERVICE MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>COUNTRY</u>	<u>STATUS</u>
Ameritox Ltd.	PROTECT YOUR PATIENTS. PROTECT YOUR PRACTICE	3575742	02/17/2009	77516005	07/07/2008	USA	Registered
Ameritox Ltd.	POWERED BY YOUR NEED TO KNOW	3390987	03/04/2008	77114002	02/22/2007	USA	Registered

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None