

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Street Finance Corp.		03/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DOMINION DIAGNOSTICS, LLC		
Street Address:	211 Circuit Drive		
City:	North Kingstown		
State/Country:	RHODE ISLAND		
Postal Code:	02852		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3563652	SAMM	
Registration Number:	3793835	LABSYNC	
Registration Number:	4020184	CARD	
Serial Number:	77946079	IMMAP	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	210196-00054		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$115.00 3563652

Signature:	/Carole Dobbins/
Date:	03/16/2012
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of March 16, 2012, by Fifth Street Finance Corp., as administrative agent for certain financial institutions (“**Agent**”), in favor of Dominion Diagnostics, LLC, a Delaware limited liability company (“**Assignor**”).

WITNESSETH:

WHEREAS, Agent and Assignor are party to that certain Trademark Collateral Assignment and Security Agreement, dated as of December 17, 2010 (the “**Security Agreement**”; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), pursuant to which Assignor granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademark registrations and Trademark applications (and intellectual property relating to same) of Assignor, including, without limitation, the Trademark registrations and Trademark applications (and intellectual property relating to same) set forth on Exhibit A attached hereto;

WHEREAS, Assignor has requested that Agent release its security interest in the Trademark Collateral; and

WHEREAS, Agent has agreed to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of Assignor’s right, title and interest in and to the Trademark Collateral, including, but not limited to, the following:

(a) each Trademark, Trademark registration and Trademark application owned by Assignor, including, without limitation, the Trademark registrations and Trademark applications referred to on Exhibit A attached hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Assignor including, without limitation, the Trademarks and Trademark registrations referred to on Exhibit A attached hereto and the Trademark registrations issued with respect to the Trademark applications referred to on Exhibit A attached hereto.

2. Agent hereby reassigns, grants and conveys to Assignor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral and does hereby authorize Assignor (personally or through its designees and at Assignor's sole expense) to take all actions reasonably necessary to release and terminate any and all security interests and other liens in the Trademark Collateral. If and to the extent Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Assignor.

3. Agent shall take all further actions, reasonably acceptable to Agent, and provide to Assignor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Assignor, each at Assignor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

Very truly yours,

FIFTH STREET FINANCE CORP.,
a Delaware corporation, as administrative agent

By: Fifth Street Management LLC,
a Delaware limited liability company, its agent


By: 
Bernard D. Berman, President

EXHIBIT A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
SAMM	3563652	1/20/09	USPTO
LabSync	3793835	5/25/10	USPTO
CARD	4020184	8/30/11	USPTO

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
IMMAP	77946079	2/26/10	