

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
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**CONVEYING PARTY DATA**

Name	Execution Date
Trek Diagnostic Systems, Inc.	11/28/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	NewStar Financial, Inc.
<b>Street Address:</b>	500 Boylston Street
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116

**PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	5501959
Patent Number:	5340747
Patent Number:	7112416
Patent Number:	5232839
Patent Number:	5672484
Application Number:	11530530
Application Number:	11530513

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6175269771  
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 Correspondent Name: Lowell Chow  
 Address Line 1: One International Place  
 Address Line 2: Proskauer Rose LLP

**CH \$280.00 5501959**

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

54154/009

NAME OF SUBMITTER:

J. Colin Sullivan

**Total Attachments: 5**

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## SECURITY AGREEMENT (PATENTS)

WHEREAS Trek Diagnostic Systems, Inc., a Delaware corporation, and TDS Holdings, Inc., a Delaware corporation (collectively, the "Pledgors"), each having an address at 982 Keynote Circle, Suite 6, Cleveland, Ohio 44131, are the respective owners and users, as indicated on Schedule A, of the patents issued by and/or patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

WHEREAS each Pledgor is either a borrower or guarantor under the terms of a certain Credit and Security Agreement, dated as of November 28, 2006 (as amended from time to time, the "Credit Agreement") among the Pledgors, NewStar Financial, Inc. as administrative agent (the "Administrative Agent") for the benefit of the lenders party thereto (the "Lenders") and the Lenders, pursuant to which the Pledgors have granted to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, a security interest in, among other things, the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in and to the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby grant to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, a security interest in all of the Pledgors' right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents, and all proceeds of any and all of the foregoing (collectively, the "Patent Collateral").

The grant of a security interest in the Patent Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Administrative Agent hereby acknowledge and agree that the grant of security interest hereunder to the Administrative Agent, and the rights and remedies of the Administrative Agent with respect to the Patent Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Administrative Agent has caused this Security Agreement (Patents) to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of November, 2006.

PLEDGORS:

TREK DIAGNOSTIC SYSTEMS, INC.

By: Michael Burke  
Name:  
Title:

TDS HOLDINGS, INC.

By: Michael Burke  
Name:  
Title:

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By: \_\_\_\_\_  
Name: Robert E. Hornstein  
Title: Managing Director – Portfolio Management

IN WITNESS WHEREOF, each of the Pledgors and the Administrative Agent has caused this Security Agreement (Patents) to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of November, 2006.

PLEDGORS:

TREK DIAGNOSTIC SYSTEMS, INC.

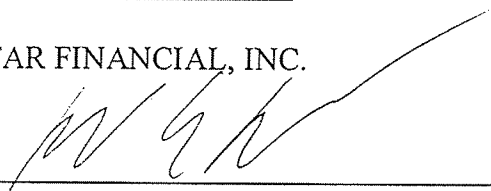
By: \_\_\_\_\_  
Name:  
Title:

TDS HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By:  \_\_\_\_\_  
Name: Robert E. Hornstein  
Title: Managing Director – Portfolio Management

SCHEDULE A  
TO  
SECURITY AGREEMENT (PATENTS)

ISSUED PATENTS

Title	Patent Number
Antibiotic and Cytotoxic Drug Susceptibility Assays Using Resazurin and Poising Agents	5501959
Diagnostic Microbiological Testing Apparatus and Method	5340747
Detection of Microbiological Growth	7112416
Detecting Microbiological Growth	5232839
Microbiological Culture Bottle, And Method Of Making And Using Same	5672484

PENDING PATENT APPLICATIONS

Title	Serial Number/Filing Date
Improved Detection of Microbiological Growth	11/530530 (09/11/2006)
Improved Detection of Microbiological Growth	11/530513 (09/11/2006)