

8/18/03

08-18-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REI 7



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102522418

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MIDLAB, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 25, 2003

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association Internal Address:

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1760899 2198224

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Diane White

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 185

- Enclosed (\$120 for expedited service) Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

08/19/2003 ECOOPER 00000025 1760899

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 GP 02 FC:8522 25.00 GP 03 FC:8523 120.00 GP

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 25, 2003, is made by the undersigned (the "Company") to and in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national bank ("Lender"), pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith, among the Company, as a guarantor, Kel-San, Inc., as borrower ("Borrower"), and the Lender, among others (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to a Guarantor Pledge and Security Agreement, dated of even date herewith, among the Company, the other subsidiaries of Borrower and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Lender all of its right, title and interest in and to, and granted to Lender a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds of any of the foregoing, as security for all of the Obligations (as defined therein); and

C. As a condition precedent to the extension of financial accommodations to Borrower pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service

marks, including, without limitation, registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement and payment in full of all of the Obligations. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all documents as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), it will so notify the Lender and the provisions of Section 2 shall automatically apply thereto. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) the Lender shall have no obligation or responsibility to protect or defend the Property and the Company shall, at its own expense, protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for

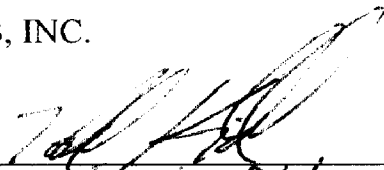
all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

“COMPANY”

MIDLAB, INC.

By: 
Name: Todd Kidd
Title: CFO KC

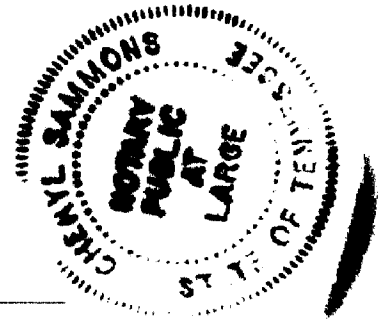
STATE OF TENNESSEE)
) ss.:
COUNTY OF Knox)

On August 12th, 2003 before me personally came Todd Kidd, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CFO KG of MidLab, Inc., who being by me duly sworn, did depose and say that he (she) is the CFO KG of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

Cheyl Sammons
Notary Public

My Commission Expires at Large
State of Tennessee

My Commission Expires October 31, 2004
[NOTARIAL SEAL]



SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Maxim	1760899	March 30, 1993
Maxim	2198224	October 20, 1998

PENDING U.S. TRADEMARK APPLICATIONS

DESCRIPTION

APPLICATION NO.

FILING DATE