

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Triad Laboratory Alliance, L.L.C. (d/b/a Spectrum Laboratory Network) | | 12/23/2005 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Canadian Imperial Bank of Commerce, as Collateral Agent | | |
| Street Address: | 300 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | a banking institution: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2406752 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)755-8290 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 7145401235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 038265-0014 SPECTRUM IP | | |
| NAME OF SUBMITTER: | Patricia A. Conner | | |
| Signature: | /Patricia A. Conner/ | | |

OP \$40.00 2406752

Date:

02/23/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2005 is entered into by Triad Laboratory Alliance, L.L.C. (d/b/a Spectrum Laboratory Network), a North Carolina limited liability company (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and Canadian Imperial Bank of Commerce, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of December 23, 2005 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademark listed on Schedule A ("Secured Trademark").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademark, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK

GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

TRIAD LABORATORY ALLIANCE, LLC
(d/b/a Spectrum Laboratory Network)

By: 
Name: _____
Title:

[TRADEMARK SECURITY AGREEMENT]

NY11075799

TRADEMARK
REEL: 003252 FRAME: 0844

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARK

| Trademark | Country | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner/Liens |
|--------------------------------------|---------------|--------------------------|--|--|
| Miscellaneous Design (Globe Logo) | United States | U.S. Reg. # 2,406,752 | November 21, 2000, renewed on December 2, 2005 | Triad Laboratory Alliance, LLC (d/b/a Spectrum Laboratory Network) |

II. U.S. TRADEMARK APPLICATIONS

None