

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
Xttrium Laboratories, Inc.		05/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	225 W. Washington Street, 8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Illinois state bank: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77887838	ALTACARE
Serial Number:	77887833	ALTAPREP
Serial Number:	77887825	ALTASCRUB
Serial Number:	75826842	WE' RE TOPS ON BOTTOMS
Serial Number:	75826767	D R C
Serial Number:	75486530	XTTRIUM XL LABORATORIES
Serial Number:	75370544	ARC
Serial Number:	75313414	D R C
Serial Number:	74211880	ALCO-GEL
Serial Number:	73832437	DYNA-HEX
Serial Number:	73196646	EXIDINE
Serial Number:	72271585	PERIES
Serial Number:	72087758	BENZ-ALL

CORRESPONDENCE DATA

900194234

**TRADEMARK
 REEL: 004560 FRAME: 0193**

OP \$340.00 77887838

Fax Number: (312)222-6379
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: mhays@agdglaw.com
Correspondent Name: Mary Vidal Hays
Address Line 1: 330 N. Wabash, Ste. 1700
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Mary Vidal Hays
Signature:	/Mary Vidal Hays/
Date:	06/13/2011

Total Attachments: 7
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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of the 23rd day of May, 2011 between **XTTRIUM LABORATORIES, INC.**, a Delaware corporation, having a mailing address at 1200 East Business Center Drive, Mt. Prospect, Illinois 60056 ("Assignor") and **COLE TAYLOR BANK** having a mailing address of 225 W. Washington Street, 8th Floor, Chicago, Illinois 60606 ("Lender").

RECITALS:

A. Assignor, **RJC LABORATORIES, LLC**, an Illinois limited liability company ("Company"), and Lender are parties to that certain Loan and Agreement dated of even date herewith (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain loans to Assignor and Company on the terms and conditions set forth in the Loan Agreement and for the purposes set forth therein.

B. Pursuant to the Loan Agreement, the Lender has agreed to extend to Assignor, among other things, (i) a revolving credit facility in the maximum amount of \$6,750,000.00 ("Line of Credit Loan"), (ii) a term facility in the amount of \$1,500,000.00 ("Term Loan"), (iii) a draw term facility in the amount of \$1,000,000.00 ("Draw Term Loan") and (iv) a mortgage loan in the amount of \$700,000.00 ("Mortgage Loan"). The Line of Credit Loan is evidenced by that certain Revolving Credit Note of even date herewith in the amount of the Line of Credit Loan ("Revolving Note"), the Term Loan is evidenced by that certain Term Note of even date herewith in the amount of the Term Loan ("Term Note"), the Draw Term Loan is evidenced by that certain Draw Term Note of even date herewith in the amount of the Draw Term Loan ("Draw Term Note") and the Mortgage Loan is evidenced by that certain Mortgage Note of even date herewith in the amount of the Mortgage Loan ("Mortgage Note"), from Assignor to Lender (the Note, the Revolving Note, the Term Note, the Draw Term Note and the Mortgage Note, as they may hereafter be amended, restated or replaced, are sometimes referred to herein as the "Notes").

C. Lender has also made available to Company a mortgage loan in the amount of \$4,500,000.00, as evidenced by a Mortgage Note in the amount of \$2,600,000 and a Junior Mortgage Note in the amount of \$1,900,000.00, payable to Lender of even date herewith.

D. To induce the Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender certain trademark rights. This Assignment is being executed contemporaneous with the Loan Agreement under which the Lender is granted a lien on and security interest in and to, among other things, equipment, manufacturing procedures, quality control procedures, formulations and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Liabilities (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender a continuing security interest in Assignor's entire right, title and interest in and to the trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours in each case pursuant to the Loan Agreement. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. If any Event of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents in public offices, the payment or discharge of any reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and

cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

11. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 11.

12. In the event of the occurrence and during the continuance of any Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

SIGNATURE PAGE FOLLOWS

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

XTTRIUM LABORATORIES, INC., a
Delaware corporation

By: *Kevin Creevy*
Name: KEVIN CREEVY
Title: President

LENDER:

COLE TAYLOR BANK, an Illinois state
bank

By: *Angela Turner*
Vice President

SCHEDULE A

TO

**COLLATERAL ASSIGNMENT OF TRADEMARKS DATED
AS OF _____, 2011 BETWEEN XTTRIUM LABORATORIES, INC.
AND COLE TAYLOR BANK**

<u>Serial or Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Trademark</u>
77887838	USA	12/07/09*	ALTACARE
77887833	USA	12/07/09*	ALTAPREP
77887825	USA	12/07/09*	ALTASCRUB
75826842	USA	08/05/03	WE'RE TOPS ON BOTTOMS
75826767	USA	05/29/01	D R C
75486530	USA	02/01/00	XTTRIUM XL LABORATORIES
75370544	USA	06/20/00	ARC
75313414	USA	08/18/98	D R C
74211880	USA	03/14/95	ALCO-GEL
73832437	USA	09/11/90	DYNA-HEX
73196646	USA	09/09/80	EXIDINE
72271585	USA	04/30/68	PERIES
72087758	USA	12/13/60	BENZ-ALL

* Date Serial Number was assigned