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
IZI MEDICAL PRODUCTS, LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.	
Street Address:	115 S. LaSalle	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Association: UNITED STATES	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	3963670	CARECUSHION	
Registration Number:	3995223	CARECUSHION IMPROVING THE IMAGE OF MAMMOGRAPHY C	
Registration Number:	1841153	E.Z. PORT	
Registration Number:	1979763	I.Z. PORT	
Registration Number:	3681754	INDICATOR	
Registration Number:	3701111	PROTECT-A-MARK	
Registration Number:	2324569	SHADOWFORM	
Registration Number:	3866099	SOFTSTRIPS	
Registration Number:	3714435	SPHERZ	

CORRESPONDENCE DATA

Fax Number: (202)906-8669 **Phone**: 2029068790

Email: smckeon@dykema.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Shannon Marie McKeon Address Line 1: 1300 I Street, N.W.

Address Line 2: Suite 300

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 105221.0049

NAME OF SUBMITTER: Shannon Marie McKeon

Signature: /Shannon Marie McKeon/

Date: 12/01/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") dated as of November 18, 2011, is by IZI MEDICAL PRODUCTS, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Lenders, as defined below, and the L/C Issuer, as defined in the Credit Agreement referenced below (in such capacity, the "<u>Administrative Agent</u>").

WITNESSETH:

WHEREAS, the Grantor recently was purchased by Landauer, Inc., a Delaware corporation ("Landauer"), which contemporaneously entered into that certain Credit Agreement dated as of November 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the other "Borrowers" (as defined therein), the lenders from time to time party thereto (collectively, the "Lenders") and BMO Harris Bank N.A., as Administrative Agent and L/C Issuer, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Landauer and the other Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor has entered into that certain Joinder to Guaranty and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Joinder Agreement") for the benefit of the Administrative Agent, pursuant to which the Grantor assumed all the obligations of a Grantor and a Guarantor under that certain Guaranty and Security Agreement dated as of November 14, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to make their respective extensions of credit under the Credit Agreement to Landauer and the other Borrowers, the Grantor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "<u>Trademark Collateral</u>"):

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- 2.1 each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any renewals, continuations or extensions thereof and all goodwill associated therewith;
- 2.2 each Trademark license, including, without limitation, each Trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith; and
- 2.3 all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in <u>Schedule 1</u> annexed hereto, any Trademark issued pursuant to a Trademark application referred to in <u>Schedule 1</u> and any Trademark licensed under any Trademark license listed on <u>Schedule 1</u> annexed hereto.
- Section 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
- Section 4. <u>Interpretive Provisions</u>. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa.
- Section 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IZI MEDICAL PRODUCTS, LLC

Name:

William E. Saxelby

Title:

IZI Trademark Security Agreement

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ///nois)	
STATE OF ///nois)ss. COUNTY OF Cook)	
I Keheng Wermes, a Notary Public in and for said County, in the State afores DO HEREBY CERTIFY that William E. Saxelby, the Hythorized Signatory of	said,
Medical Products, LLC, a Delaware limited liability company, is personally known to me to	IZI
the same person whose name is subscribed to the foregoing instrument, appeared before me	
day in person and acknowledged that he signed and delivered said instrument as his own free	
voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose	oses
therein set forth.	
GIVEN under my hand and Notarial Seal this Hay of November, 2011.	
My Commission Expires: 4/5/2013 My Commission Expires: 4/5/2013	
My Commission Expires: 4/5/2013	
§ OFFICIAL SEAL §	
REBECCA J WERMES	
NOTARY PUBLIC - STATE OF ILLINOIS	

Acknowledged:

BMO HARRIS BANK N.A., as Administrative Agent

By:__

Name: Scott W. Morris

Title: Vice President

Trademark Security Agreement Signature Page

STATE OF ILLINOIS)	
)ss	
COUNTY OF COOK)	

I Date of Market M. Washell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott W. Morris, a Vice President of BMO HARRIS BANK N.A., a national banking association, as Administrative Agent, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as her (his) own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of November, 2011.

Notary Public

My Commission Expires: 9/4/13

OFFICIAL SEAL
DARLENE M. WAGNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-11-2013

SCHEDULE 1 TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	REGISTERED DATE	REGISTRATION NUMBER
CARECUSHION	May 17, 2011	3,963,670
CARECUSHION IMPROVING THE IMAGE OF MAMMOGRAPHY	July 12, 2011	3,995,223
E.Z. PORT	June 21, 1994	1,841,153
I.Z. PORT	June 11, 1996	1,979,763
INDICATOR	September 8, 2009	3,681,754
PROTECT-A-MARK	October 27, 2009	3,701,111
SHADOWFORM	February 29, 2000	2,324,569
SOFTSTRIPS	October 19, 2010	3,866,099
SPHERZ	November 24, 2009	3,714,435

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RECORDED: 12/01/2011