

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECHNICAL RESOURCE MANAGEMENT, LLC		02/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC		
Street Address:	30 S. Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4383800	NORCHEM	
Registration Number:	4387632	NORCHEM SENTRY	
CORRESPONDENCE DATA			
Fax Number:	3126984599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.849.8213		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Raisa J. Garvin, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2043774-0035		
NAME OF SUBMITTER:	Raisa J. Garvin		
SIGNATURE:	/Raisa J. Garvin/		
DATE SIGNED:	02/04/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 4, 2015, is made by **STERLING HEALTHCARE OPCO, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **MADISON CAPITAL FUNDING LLC** ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 4, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of February 4, 2015, by Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Intellectual Property Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, provided that the Intellectual Property Collateral shall not include the Excluded Property (the "Intellectual Property Collateral");

(a) all of its Trademarks and all Trademark Licenses including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(b) all of its Patents and all Patent Licenses including, without limitation, those Patents referred to on Schedule 2 hereto;

(c) all of its Copyrights and Copyright Licenses including, without limitation, those Copyrights referred to on Schedule 3;

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, Patent, and Copyright;

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing; and

(g) all rights and remedies with respect to the foregoing, including, without limitation, to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (including the right to receive all proceeds and damages therefrom).

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

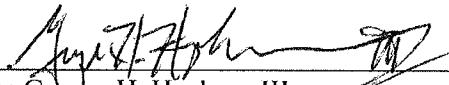
Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

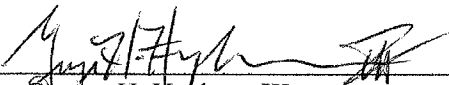
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

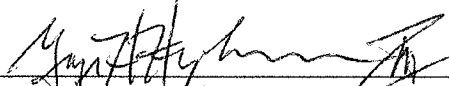
STERLING HEALTHCARE OPCO, LLC

By: 
Name: George H. Hepburn III
Title: Vice President

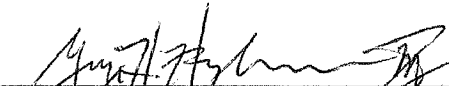
AMERICAN FORENSIC TECHNOLOGY SERVICES, LLC

By: 
Name: George H. Hepburn III
Title: Vice President

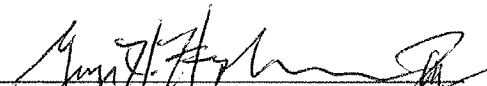
ROCKY MOUNTAIN TOX, LLC

By: 
Name: George H. Hepburn III
Title: Vice President

TECHNICAL RESOURCE MANAGEMENT, LLC

By: 
Name: George H. Hepburn III
Title: Vice President

CORDANT RESEARCH SOLUTIONS, LLC

By: 
Name: George H. Hepburn III
Title: Vice President

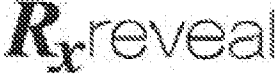

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: **FARAAZ KAMRAN**
Title: **MANAGING DIRECTOR**

**SCHEDULE 1
TO
INTELLECTUAL SECURITY AGREEMENT**

TRADEMARKS

Owner	Mark	Application Number (Application Date)	Registration Number (Registration Date)
American Forensic Toxicology Services, LLC	RXREVEAL (Stylized) 	85-223551 (January 21, 2011)	4,018,871(August 30, 2011)
American Forensic Toxicology Services, LLC	AFTSLABS and Design 	85-224123 (January 24, 2011)	4,018,887 (August 30, 2011)
TECHNICAL RESOURCE MANAGEMENT, LLC	NORCHEM SENTRY	85/815,977 (01/04/2013)	4383800 (August 13, 2013)
TECHNICAL RESOURCE MANAGEMENT, LLC	NORCHEM	85/815,997 (01/04/2013)	4387632 (August 20, 2013)
Sterling Healthcare Opco, LLC	CQDANT DEVICE SOLUTIONS	86475800 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT DEVICE SOLUTIONS	86475803 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT DEVICE SOLUTIONS	86475808 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT FORENSIC SOLUTIONS	86475821 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT HEALTH SOLUTIONS	86475823 (12/09/2014)	N/A

Owner	Mark	Application Number (Application Date)	Registration Number (Registration Date)
Sterling Healthcare Opco, LLC	CQDANT HEALTH SOLUTIONS	86475828 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT HEALTH SOLUTIONS	86475833 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT LABORATORY SOLUTIONS	86475837 12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT TECHNOLOGY SOLUTIONS	86475839 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT TECHNOLOGY SOLUTIONS	86475844 (12/09/2014)	N/A
Sterling Healthcare Opco, LLC	CQDANT TECHNOLOGY SOLUTIONS	86475847 (12/09/2014)	N/A

**SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS

Owner	Title	Application Number (Filing Date)	Patent Number (Issue Date)
Cordant Research Solutions, LLC	Systems and Methods to Determine Body Drug Concentration from an Oral Fluid	PCT/US14/34810 (April 21, 2014)	N/A

**SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

Owner	Title	Registration Number	Date Registered
Sterling Healthcare Opco, LLC	Medication Monitoring Algorithm for Workers Compensation Patients Who Are Or May be Prescribed Opiates	TXu1882654	September 5, 2013
	Medication Monitoring Algorithm for Chronic Non-Concern Pain Patients Who Are Or May be Prescribed Opiates	TXu1882763	September 5, 2013