

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
Seracare Life Sciences, Inc.		04/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial SBIC, LP, as Administrative Agent		
Street Address:	7725 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3935341	ACCUCCELL	
Registration Number:	2109153	ACCURUN	
Registration Number:	3838791	ACCURUN EQUALITY	
Registration Number:	3746183	EPIC	
Registration Number:	2995450	GCI ACCESS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	341379-		

CH \$140.00 3935341

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	04/23/2012
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of April 20, 2012 by and among **SERACARE LIFE SCIENCES, INC.**, a Delaware corporation ("Grantor"), located at 37 Birch Street, Milford, Massachusetts 01757, in favor of MidCap Financial SBIC, LP, a Delaware limited partnership, located at 7725 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814, in its capacity as administrative agent for the holders of the Obligations (together with its successors and assigns, in such capacity, "Grantee");

W I T N E S S E T H:

WHEREAS, Grantor, certain of its affiliates, Grantee and the financial institutions or other entities as may from time to time become parties thereto as lenders (the "Lenders") are party to that certain Credit and Guaranty Agreement dated as of April 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, in connection with the availability of such loans and other financial accommodations under the Credit Agreement, Grantor has executed and delivered that certain Security and Pledge Agreement dated as of April 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between Grantor, certain of its affiliates, and Grantee, pursuant to which Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefore, whether registered or not (the "Trademarks") that constitute Collateral, together with the goodwill of the business symbolized by such Trademarks, and all Proceeds thereof, to secure the prompt payment and performance in full when due of the Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. Each of the Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due of the Obligations, Grantor hereby grants to Grantee, for the benefit of itself and the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) all Trademarks listed on Schedule 1 annexed hereto and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark and all renewals thereof; and

(ii) all Proceeds of the foregoing.

(Signature Page Follows)

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

GRANTOR:

SERACARE LIFE SCIENCES, INC., a
Delaware corporation

By: 

Name: Charles D. Mamrak

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above:

MIDCAP FINANCIAL SBIC, LP, a Delaware limited
partnership, as Grantee

By: Clare Bailhe
Name: Clare Bailhe
Title: Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Juris- diction	App. No./Date	Reg. No./Date	Owner
ACCUCELL	US	77880223 11/24/2009	3935341 3/22/2011	Seracare Life Sciences, Inc.
ACCURUN	US	75198245 11/4/1996	2109153 10/28/1997	Seracare Life Sciences, Inc.
ACCURUN EQUALITY	US	77710998 4/9/2009	3838791 4/25/2010	Seracare Life Sciences, Inc.
EPIC	US	77711018 4/9/2009	3746183 2/9/2010	Seracare Life Sciences, Inc.
GCI ACCESS	US	76050820 5/17/2000	2995450 9/13/2005	Seracare Life Sciences, Inc.

TRADEMARK APPLICATIONS

None.