

RECC

05-20-1998

ET



MRO 5:15:98

100718524

original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Visible Genetics, Inc.  
700 William Pitt Way  
Pittsburgh, PA 15238

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ontario, Canada
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: See Annex A attached hereto

Internal Address: \_\_\_\_\_

Street Address: 60 East 42<sup>nd</sup> Street

City: New York State: NY ZIP: 10165

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State NY
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

Execution Date: 4-30-98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule 1A to Assignment for Security

B. Trademark Registration No.(s)

See Schedule 1A to Assignment for Security

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrice N. Malcolm  
Name of Person Signing

[Signature]  
Signature

5-8-98  
Date

Total number of pages including cover sheet, attachments, and this document: 7

RECEIVED  
MAY 15 1998  
ASST. DIR. OF REGISTRATION

ANNEX A  
TO  
RECORDED FORM COVER SHEET

TRADEMARKS ONLY

**Hilal Capital, LP**, *a Delaware limited partnership*

**Hilal Capital QP, LP**, *a Delaware limited partnership*

**Hilal Capital International, Ltd.**, *an exempted company formed under the laws of the Cayman Islands*

**Highbridge International LLC**, *a Cayman Islands company*

**C.J. Partners L.P.** *and*  
**Hilal Capital Management LLC**, *a Delaware limited liability company, as advisor for Leo Holdings, Inc.*

### U.S. Trademarks and U.S. Trademark Applications:

|            |                              |   |
|------------|------------------------------|---|
| VGEN.T-001 | VISIBLE GENETICS             | Registration No. 2,040,905, granted February 25, 1997 |
| VGEN.T-002 | VISIBLE GENETICS with Design | Application No. 74/663,394, April 19, 1995            |
| VGEN.T-005 | V with design                |   |
| VGEN.T-008 | MICROGENE BLASTER            | Application No. 74/663,351, filed April 19, 1995      |
| VGEN.T-009 | RECURSIVE SEQUENCING         | Application No. 74/663,357, filed April 19, 1995      |
| VGEN.T-010 | CLIP                         | Application No. 75/375,355, filed october 17, 1997    |
| VGEN.T-011 | GENEBASE                     | Application No. 75/375;301, filed October 17, 1997    |
| VGEN.T-012 | CRICKET                      | Application No. 75/375;356, filed october 17, 1997    |
| VGEN.T-013 | CLIPPER                      | Application No. 75/375,357, filed October 17, 1997    |
| VGEN.T-014 | GENESPACE                    | Application No. 75/375,354, filed October 17, 1997    |
| VGEN.T-015 | GENEFLOW                     | Application No. 75/375,358, filed October 17, 1997    |
| VGEN.T-016 | MICROCEL                     | Application No. 75/432,467, filed February 11, 1998   |
| VGEN.T-018 | TRUGENE                      | Application No. 75/375,359, filed October 17, 1997    |
| VGEN.T-019 | TRULOAD                      | Application No. 75/275,914, filed October 20, 1997    |
| VGEN.T-020 | QUICKGENE                    | Application No. 75/375,915, filed October 20, 1997    |
| VGEN.T-021 | GENECEL                      | Application No. 75/375,916, filed October 20, 1997    |
| VGEN.T-022 | GEL TOASTER                  |   |
| VGEN.T-023 | SUREFILL                     |   |
| VGEN.T-024 | GENELIBRARIAN                |   |
| VGEN.T-025 | MICROGENE CLIPPER            | Application No. 75/381,639, filed October 30, 1997    |
| VGEN.T-026 | MICROGENE CRICKET            |   |
| VGEN.T-027 | GENEKIT                      |   |
| VGEN.T-028 | ANTI-RETROVIROGRAM           | Application No. 75/432,516, filed February 11, 1998   |
| VGEN.T-029 | MOB                          | Application No. 75/432,424, filed February 11, 1998   |
| VGEN.T-030 | MGC                          | Application No. 75/432,423, filed February 11, 1998   |
| VGEN.T-031 | GENEOBJECTS                  | Application No. 75/432,466, filed February 11, 1998   |
| VGEN.T-032 | Q WIKMIX                     |   |

PENDING ~~XXXXXXXXXX~~ TRADEMARK APPLICATIONS

| Mark                  | Country            | Our File              | Appl. No.              | Wares/Services   | Next Action  |
|-----------------------|--------------------|-----------------------|------------------------|--|--|
| <del>XXXXXXXXXX</del> | <del>Germany</del> | <del>128-11002B</del> | <del>806-00-0000</del> | <del>Electrophoresis systems and diagnostic apparatus - Class 10</del>   | <del>Awaiting confirmation from examiner that new definition of wares is acceptable.</del> |
| OPENGENE              | U.S.A.             | 128-1100US            | 75/192,433             | Electrophoresis systems, namely electrophoresis machines, reagents and gels - Class 10                               | Awaiting confirmation from examiner that new definition of wares is acceptable.            |
| <del>XXXXXXXXXX</del> | <del>U.S.A.</del>  | <del>128-11000B</del> | <del>806-00-0000</del> | <del>Electrophoresis systems and diagnostic apparatus - Class 10</del>   | <del>Awaiting confirmation from examiner that new definition of wares is acceptable.</del> |
| GENBOBJECTS           | U.S.A.             | 128-1111US            | 75/164,130             | Computer software for operating electrophoresis apparatus and for data management and molecular analysis - Class 9   | Advertised January 20, 1998. Awaiting notice of allowance.                                 |
| GENE-MART             | U.S.A.             | 128-1121US            | 75/256,338             | Advertising and marketing, namely the advertising, marketing and sale of diagnostic products and services - Class 35 | Awaiting confirmation from examiner that new definition of services is acceptable.         |
| GENE-MALL             | U.S.A.             | 128-1131US            | 75/256,340             | Advertising and marketing, namely the advertising, marketing and sale of diagnostic products and services - Class 35 | Awaiting confirmation from examiner that new definition of services is acceptable.         |

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, VISIBLE GENETICS INC., an Ontario corporation (the "Assignor"), has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated April 30, 1998 (the "Security Agreement") in favor of Hilal Capital, LP, a Delaware limited partnership, Hilal Capital QP, LP, a Delaware limited partnership, Hilal Capital International, Ltd., an exempted company formed under the laws of the Cayman Islands, Highbridge International LLC, a Cayman Islands company, C.J. Partners L.P. and Hilal Capital Management LLC, a Delaware limited liability company, as adviser for Leo Holdings, Inc., each, a Lender, and collectively the Lenders (the "Assignees"); and

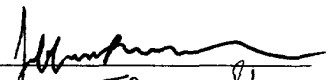
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignees and granted to the Assignees a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignees and grants to the Assignees a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 30, 1998.

VISIBLE GENETICS INC.

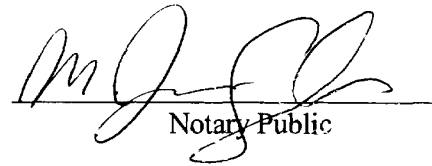
By:   
Name: Jeffrey Sherman  
Title: Vice President

STATE/PROVINCE OF ONTARIO

ss.:

COUNTY OF YORK

On this 1<sup>ST</sup> day of MAY, 1998, before me personally came JEFFREY SHERMAN, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the VICE PRESIDENT, FINANCE + CFO. of Visible Genetics Inc., an Ontario corporation, and that he executed the foregoing instrument in the name of Visible Genetics Inc. and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said for the uses and purposes therein mentioned.

  
Notary Public

MARK JASON AUGUST.

My Commission Expires:

no expiry

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK APPLICATIONS)

SRZNY\379762v1  
RECORDED: 05/15/1998

TRADEMARK  
REEL: 1727 FRAME: 0818