

RECORDATION FOR  
**TRADEMARK**

01-27-1999



100951268

Tab settings ▹ ▹ ▹ ▹

To the Honorable Commissioner of Patents and Trademarks: Please

or copy thereof.

1. Name of conveying party(ies):

BioStar, Inc.  
6655 Lookout Road  
Boulder, Colorado

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest: 1788/0684
- Merger
- Change of Name

Execution Date: December 31, 1998

2. Name and address of receiving party(ies):

Name: Thermo BioAnalysis Corporation

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

Street Address: 81 Wyman Street

City: Waltham State: MA ZIP: 02254

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

75/308530  
75/308336

B. Trademark Registration No.(s)

1,995,565 1,970,501  
1,881,052 1,436,984  
1,915,949 1,921,449  
1,921,450 1,971,825

Additional numbers attached?  Yes  No

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

Name: Michael J. Bevilacqua, Esquire

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

01/27/1999 INHUYEN 00000324 080219 1995565

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account  
*Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.*

8. Deposit account number:

08-0219

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

01 FC:481 40.00 CH  
02 FC:482 350.00 CH

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.

Michael J. Bevilacqua  
Name of Person Signing

Signature

January 21, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1844 FRAME: 0596

CONTINUATION PAGE FOR

RELEASE OF SECURITY INTEREST (TRADEMARKS) FOR REMAINING TRADEMARKS

BIOSTAR, INC. and

THERMO BIOANALYSIS CORPORATION originally recorded at 1788/0684

2,050,360

2,054,126

2,034,124

1,921,448

1,915,948

RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, BioStar, Inc., a Delaware corporation, located at 6655 Lookout Road, Boulder, Colorado 80301 ("Debtor"), and Thermo BioAnalysis Corporation, a Delaware corporation, located at 81 Wyman Street, Waltham, Massachusetts 02254 ("Secured Party"), entered into Loan and Security Agreement ("Agreement") and a Grant of Security Interest (Trademarks) (the "Grant"), both dated as of August 31, 1998, that by their terms granted the Secured Party a security interest in certain intellectual property listed in Schedule 1, all pending and registered trademarks, acquired or arising after the date of the Agreement or the Grant (collectively, the "Trademarks"). The Grant was recorded in the United States Patent and Trademark Office on September 4, 1998 at Reel 1788 and Frame 0684.

WHEREAS, the Agreement and the Grant provide that the Secured Party shall execute and deliver to the Debtor a termination of all security interests granted by the Debtor upon the payment and full performance of all obligations incurred under the Agreement and the Grant; and

WHEREAS, Debtor has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted.

NOW THEREFORE the Secured Party hereby releases its security interest in the Trademarks and reassigns to the Debtor any interest in the Trademarks acquired by Secured Party under the Agreement and/or the Grant.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Release as of the date of execution, this 31st day of ~~November~~ December, 1998.

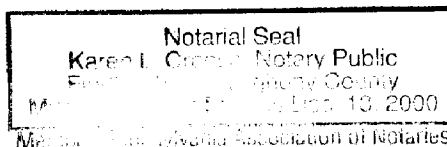
THERMO BIOANALYSIS CORPORATION

By: C. Maddix  
Colin Maddix  
President

State of Pennsylvania )  
County of Allegheny ) ss.

Then personally appeared the above named Colin Maddix and acknowledged the foregoing act to be his free act and deed, before me, this 31 day of ~~November~~ December, 1998.

Karen L. Chess  
Notary Public  
My commission expires:



**BIOSTAR, INC.**

1. Trademarks

<u>Serial or Registration Number</u>	<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Filing Date or Registration Date</u>
75,308,530	Acceava	U.S.	Application filed 6/13/97
75,308,336	Acceava	U.S.	Application filed 6/13/97
1,995,565	Biostar and Design	U.S.	Registered 8/20/96
2,050,360	Biostar	U.S.	Registered 4/8/97
2,054,126	Biostar and Design	U.S.	Registered 4/22/97
1,970,501	Better Results Mean Better Medicine	U.S.	Registered 4/23/96
1,921,450	Biostar and Design	U.S.	Registered 9/26/95
1,971,825	Better Results Mean Better Medicine	U.S.	Registered 4/30/96
1,915,949	Biostar	U.S.	Registered 9/5/95
1,915,948	Biostar and Design	U.S.	Registered 9/5/95
1,921,449	Biostar	U.S.	Registered 9/26/95
2,034,124	Better Results Mean Better Medicine	U.S.	Registered 1/28/97
1,921,448	Biostar and Design	U.S.	Registered 9/26/95
1,881,052	OIA	U.S.	Registered 2/28/95
1,436,984	Biostar	U.S.	Registered 4/21/87