

2-3-99

# RECORDATION FOR TRADEMARK

02-08-1999



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

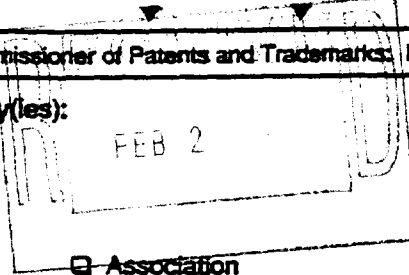
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

### 1. Name of conveying party(ies):

SeraCare, Inc.



- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

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

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

Name: Brown Brothers Harriman & Co.

Internal Address: 40 Water Street

Street Address: \_\_\_\_\_

City: Boston State: MA ZIP: 02109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership New York
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 21, 1998

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

A. Trademark Application No.(s)

74/584,906

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura E. Goldbard

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

Street Address: Stroock & Stroock & Lavan LLP

180 Maiden Lane

City: New York State: NY ZIP: 10038

### 6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

### 8. Deposit account number:

19-4709

(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.

Laura E. Goldbard

Name of Person Signing

Laura E. Goldbard  
Signature

February 1, 1999

Date

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

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

TRADEMARK  
REEL: 1849 FRAME: 0722

JANUARY 0000035 994709 40.00  
02/05/1999 01 FC:401

State Street Bank and Trust Company  
225 Franklin Street  
Boston, Massachusetts 02110  
a Massachusetts Trust Company

## TRADEMARKS SECURITY AGREEMENT

WHEREAS, SERACARE, INC, a California corporation with an address of 1925 Century Park East, Suite 1970, Los Angeles, California 90067 (the "Company"); BROWN BROTHERS HARRIMAN & CO., a New York general partnership with an address of 40 Water Street, Boston, Massachusetts 02109 ("BBH"); STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company with an address of 225 Franklin Street, Boston, Massachusetts 02110 ("State Street") (BBH and State Street hereinafter are collectively referred to as the "Lenders"); BROWN BROTHERS HARRIMAN & CO. AS ADMINISTRATIVE AGENT for the Lenders, with an address of 40 Water Street, Boston, Massachusetts 02109 (the "Administrative Agent"); and certain subsidiaries of the Borrower, have entered into a Revolving Credit, Term Loan and Security Agreement dated as of December 21, 1998 (the "Loan and Security Agreement"); and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Loan and Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Administrative Agent for the ratable benefit of the Administrative Agent and the Lenders pursuant to the Loan and Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Loan and Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan and Security Agreement) shall occur and be continuing, the Administrative Agent and Lenders shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Administrative Agent or Lenders as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Loan and Security Agreement, as if set forth fully herein, and acknowledge that the Administrative Agent and Lenders have a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Loan and Security Agreement), the Company hereby collaterally assigns to the Administrative Agent for the ratable benefit of the Administrative Agent and the Lenders, and grants a security interest to the Administrative Agent for the ratable benefit of the Administrative Agent and the Lenders in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company

agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Administrative Agent; and the Company, the Administrative Agent and the Lenders request that the Commissioner of Patent and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Administrative Agent as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Loan and Security Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Administrative Agent may deem necessary or desirable in order to carry out the intent of the Loan and Security Agreement and this Trademarks Security Agreement. The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Administrative Agent (or the Administrative Agent's designee in accordance with the terms hereof) and on the statements made therein.

After the occurrence and during the continuation of an Event of Default (as defined in the Loan and Security Agreement), the Administrative Agent and the Lenders shall act in a commercially reasonable manner with respect to any disposition or use of the Trademarks.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 21<sup>st</sup> day of December, 1998.

Witness

Jerry H. Burdick

Cora M. Betty

Suzanne L. Dwyer

Cora M. Betty

SERACARE, INC.

By: Barry D. Plot  
Barry D. Plot, Chairman and CEO

BROWN BROTHERS HARRIMAN & CO.

By: Joseph E. Hall  
Joseph E. Hall, Deputy Manager

STATE STREET BANK  
AND TRUST COMPANY

By: Bruce S. Daniels  
Name: Bruce S. Daniels  
Title: VP

BROWN BROTHERS HARRIMAN &  
CO., AS ADMINISTRATIVE AGENT

By: Joseph E. Hall  
Joseph E. Hall, Deputy Manager

**SCHEDULE A**

<b><u>Trademarks</u></b>	<b><u>Registration Application No.</u></b>	<b><u>Filing Date of Application for Registration</u></b>
"SeraCare" Name and Design	74-584906	October 12, 1994