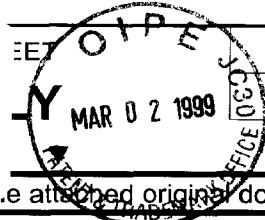


03-12-1999



100980565



Docket No.:

96,969

Tab settings

To the Honorable Commissioner of Patents and Trademarks. The attached original documents or copy thereof

1. Name of conveying party(ies):

AccuMed International, Inc.

MLD
3-2-99

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: January 21, 1999

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

Name: Trek Diagnostic Systems, Inc.

Internal Address: Suite 1K

Street Address: 29299 Clemens Road

City: Westlake State: OH ZIP: 44145

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

73/099,700

B. Trademark Registration No.(s)

1,113,936

Additional numbers Yes No

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

Name: McDonnell, Boehnen, Hulbert & Berghoff

Internal Address: 32nd Floor

Street Address: 300 South Wacker Drive

City: Chicago State: IL ZIP: 60606

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:

03/10/1999 DNGUYEN 00000114 1113936

01 FC:481 40.00 DP

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.

James C. Gumina
Name of Person Signing

James C. Gumina
Signature

2/25/99
Date

Total number of pages including cover sheet, attachments, and 1

TRADEMARK ASSIGNMENT

Trademark Assignment, dated as of January 21, 1999, by AccuMed International, Inc., a Delaware corporation ("Assignor"), for Trek Diagnostic Systems, Inc., a Delaware corporation (formerly known as AMI Acquisition Corp.) ("Assignee").

RECITALS:

A. Pursuant to the terms and provisions of the Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 20, 1998, by and between Assignor and Assignee, Assignor has agreed to assign all of its rights and interests in certain Intellectual Property (as defined in the Purchase Agreement), including certain trademarks and service marks, to Assignee.

B. The execution and delivery by Assignor of this Trademark Assignment is a condition precedent to Assignee's obligation to consummate the transactions contemplated by the Purchase Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee and to its permitted successors, assignees and nominees, all Assignor's right, title and interest in and to the trademarks and service marks and the registrations set forth in the annexed Schedule together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized thereby, such assignment to include but not be limited to the right to sue for past infringements, to apply for and obtain renewal of such registrations and to apply for registrations where available in foreign countries with the full benefit of such priorities as may now or hereafter be granted to it by law or by treaty, including any international convention.

(The balance of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Assignor has caused its duly authorized representative to execute this Agreement as of the date first above written.

ACCUMED INTERNATIONAL, INC.


By:



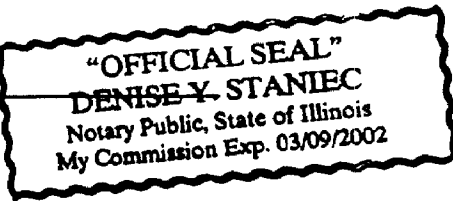
Name: Paul Lavallee

Title: Chairman, President and
Chief Executive Officer

Subscribed before me this 29th day of
January, 1999



Notary Public



Schedule 5.1 (p) - Intellectual Property

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>
o <u>Approved Patents</u>		
Detecting Microbiological Growth	U.S.A.	5,232,839
Culture bottle	U.S.A.	5,672,484
alamarBlue	U.S.A.	5,501,959
Dispenser	U.S.A.	4,364,718
Fluorescent detection	U.S.A.	4,798,788
Dry Panel	U.S.A.	4,935,347
Fluorogenic reagent	U.S.A.	5,064,756
Fluorogenic reagent	U.S.A.	5,079,144
Therapeutic drug testing	UK	UK 0171158
Radiometer (renewed)	UK	2128204
Radiometer (renewed)		91837EP
Culture bottle	U.S.A.	5,852,143
Culture bottle	U.S.A.	5,607,860
Culture bottle	U.S.A.	5,580,786
Culture bottle	U.S.A.	5,573,951
o <u>Patent Applications</u>		
Machine readable code	U.S.A.	08/584,287
Machine readable code	UK	951503-A
Plate design	Japan	JP 507196-DES
LAL pH control		EP 89311875.2
Apparatus & Methods for Antimicrobial Susceptibility (alamarBlue)	Germany, France, Italy, UK, Spain, Canada, Japan	EP 0 454 784 DT 690226602.2
Detecting Microbiological Growth	France, Italy, Germany, Spain, UK	EP 92/203183.6
Microbiological Culture Bottle, and Method of Making and Using Same	U.S.A.	8/576,050
Microbiological Culture Bottle, and Method of Making and Using Same	France, Italy, Germany, Spain, UK	EPC95909409.5
Microbiological Culture Bottle, and Method of Making and Using Same	Canada	2,182,511
Microbiological Culture Bottle, and Method of Making and Using Same	Japan	7-520,698
EP 90902964.7		
EP and UK and France 0592728		

Schedule 5.1 (p) - Intellectual Property (continued)

EP 83302129.8

EP 8333028.2

France, Germany, Italy and Spain for 870,792

Growth Detector	Germany	6922 0940 2-08
Apparatus & Methods for	PCT	
Anti Microbial Suseptibility		US90/00149
Microbiological Culture Bottle	PCT	US95/01289
	Spain	208084

Schedule 5.1 (p) - Intellectual Property (Continued)

o <u>Registered Trademarks</u>	Application <u>Filing Date</u>	U.S. <u>Reg Number</u>	Reg <u>Date</u>	Class	
				<u>Int</u>	<u>U.S.</u>
ESP	9/30/91	1,808,411	11/30/93	10	44
EZ Draw	12/18/91	1,794,215	9/21/93	10	18,44
EZ View	12/18/91	1,794,214	9/21/93	10	18,44
Accuzone					
Sensitouch					
Sensitre					
alamarBlue					
Pathos					
Yeastone					
Justone					
Aris					

* Insight Trademark allowed 7/2/96 pending statement of use; U.S. Serial Number 74/706367

o Registered Trademarks (Sensitre product line):

Autoreader
Autoinnoculator

o Copyrights

ESP related software source code and development tools and any and all copyrights thereto

Clientele software, and any and all copyrights therein, to the extent assignable.

o Trademarks - AccuMed UK

As listed in assignment between Gibco Limited and Sensitre Limited dated November 2, 1986

Schedule 5.1 (p) - Intellectual Property (continued)

o Exceptions as to Sole Ownership and exclusive right to use Intellectual Property

1. All patents pertaining to the Sensititre business are owned by Dade Microscan Inc. (Assignments between Radiometer Corporate Development Ltd. And Baxter Diagnostics Inc. and Sensititre Ltd. and Baxter Diagnostics Inc.). There is a royalty-free, non exclusive worldwide license to make use of the patent rights under the Assignment agreements. (License between Baxter Diagnostics Inc. and Sensititre Ltd.)

AccuMed has taken, and will take, no action that has or will terminate this agreement under section 11(b) therein.

2. alamarBlue (1301) patent rights are licensed to Becton Dickinson and Company pursuant to the License Agreement, dated as of October 10, 1995 as amended between Becton Dickinson, the Company and Alamar Biosciences, Inc. (now AccuMed International, Inc.)
3. Non-Clinical License and Non-Competition Agreement, Base Media License Agreement, and Base Media Components License Agreement, dated March 3, 1997 between Difco Laboratories Incorporated (Michigan), Difco Microbiology Systems, Inc. and Difco Laboratories Incorporated (Wisconsin) and AccuMed.
4. Exclusive Distribution Agreement between alamarBlue and Solavo regarding in vitro diagnostic products and software for selected European and Mediterranean countries.
5. Non-Exclusive Manufacturing License and Non-Competition Agreement between AccuMed and Salcom regarding Europe and Japan regarding alamarBlue patents, trade secrets and know-how and related software.
6. Software License between Biokit and AccuMed for BIOSCAN software.

o Exceptions as to Notice of Conflict

1. Akzo Nobel has notified the Company that Akzo believes that the ESP product infringes an Akzo patent.
2. The Company has been notified by Giles Scientific that it believes that the Accuzone product infringes a Giles Scientific patent.