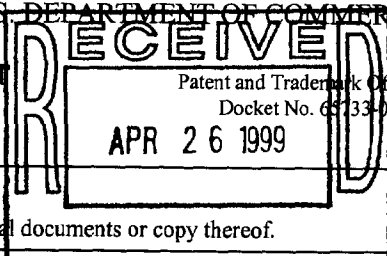


05-05-1999



COVER SHEET



101028880

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

MDY-26-99

1. Name of conveying party(ies):  
Dade Behring, Inc.

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

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

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

Name: Medical Analysis Systems, Inc.  
Internal Address:  
Street Address: 542 Flynn Road  
City: \*, State: \* ZIP: Camarillo, CA 93012

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

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other:

Execution Date: March 3, 1999 and March 8, 1999

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

If this document is being filed together with a new application, the execution date of the application is:\*

A. Trademark Application No.(s)                      B. Registration No.(s)

Additional numbers attached?  Yes  No

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

Laurie A. Axford  
Foley & Lardner  
402 West Broadway, 23<sup>rd</sup> Floor  
San Diego, California 92101-3542

6. Total number of applications and trademark registrations involved: 15

7. Total fee (37 C.F.R. § 3.41): \$600.00

Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket 65733-0103

8. Deposit account number: 50-0872

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 50-0872.

**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.

Name: Laurie A. Axford                      Laurie A Axford                      4/23/99  
Registration No: 35,053                      Signature                      Date

05/04/1999 JSHABAZZ 00000214 72064620 Total number of pages comprising cover sheet, attachments and document: 8

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

Repln. Ref: 05/04/1999 JSHABAZZ 0011362900  
DAB:500872 Name/Number:72064620  
FC: 704                      \$210.00 CR

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

<b>Trademark Serial No. (A)</b>	<b>Registration No. (B)</b>	<b>Atty.'s Docket No.</b>
72/064,620	709,186	00022US0
100,582	718,436	00037US0
74/465,805	2,132,920	00156US0
73/495,646	1,423,363	00156US1
75/132,661	2,186,432	00159001
75/068,847	2,188,142	00157US0
75/068,846		00158US0
75/069,139	2,151,250	00159US0
71/667,785	603,181	00056US0
72/227,753	814250	00066US0
55,651	710,809	00072US0
138,058	1,097,084	00081US0
74/701,947	1,981,119	00173US0
73/095911	1063638	00115US0
75/238,097		00188US0

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

## ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made by and between Dade Behring, Inc. (the "Assignor"), a Delaware corporation, and Medical Analysis Systems, Inc. (the "Assignee"), a California corporation.

Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trade names, logos, service marks and trade dress set forth in Exhibit A attached hereto, together with any and all registrations, applications for registration, intent to use applications, common law rights and renewal rights, and any associated goodwill connected with the use thereof and symbolized thereby (the "Marks").

In consideration for entering into the Amended and Restated Asset Purchase Agreement, effective as of September 4, 1998, by and between Assignor and Assignee, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Marks, free and clear of all liens, claims and encumbrances, in the United States of America and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, the same to be held and enjoyed by said Assignee, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

AND for the same consideration, said Assignor hereby covenants and agrees to perform such lawful acts and to sign such lawful documents as the Assignee may reasonably request to prosecute the Marks and effectuate fully this Assignment.

AND said Assignor hereby requests the Commissioner of Patents and Trademarks and the appropriate foreign authorities to record Assignee as the assignee and owner of the Marks in the

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appropriate countries for the sole use and behalf of said Assignee, its successors, legal representatives and assigns.

Executed this 3rd day of March, 1999, at Deerfield, Illinois

DADE BEHRING INC.

By: Louise S. Pearson

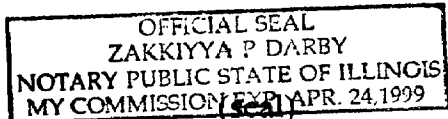
Name: Louise S. Pearson

Title: Assistant Secretary

State of Illinois )

County of Lake ) ss:

On this 3rd day of March, 1999, personally appeared Louise S. Pearson known to me to be the person whose name is subscribed above and signed on behalf of Dade Behring Inc., in his/her capacity of Assistant Secretary.



Zakkiyya P. Darby  
Notary Public

We accept this assignment with all rights and obligations pertaining hereto.

Executed this 8th day of March, 1999, at Camarillo, CA

MEDICAL ANALYSIS SYSTEMS, INC.

By: Ivan E. Modrovich

Name: Ivan E. Modrovich

Title: CEO

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 1999, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed above and signed on behalf of Medical Analysis Systems, Inc., in his/her capacity of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

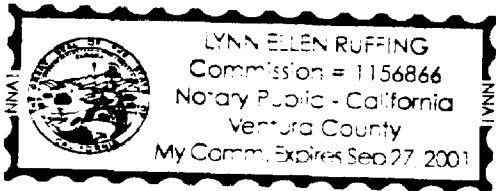
State of California

County of Ventura } ss.

On March 8, 1999, before me, Lynn Ellen Ruffing,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Wan E. Moshovels,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Ellen Ruffing  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment

Document Date: \_\_\_\_\_ Number of Pages: 2 (two)

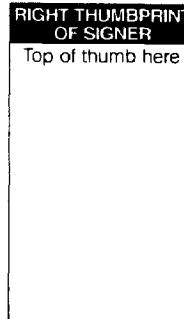
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## EXHIBIT A

Reference Number	Country	Filing Date	Serial Number	Reg. (Pub.) Date	Reg. (Pub.) Number	Mark
00022CAO	Canada	12/19/75	392,805	06/30/78	228,752	CHOLÉS-TROL
00022USO	United States	12/19/58	72/064,620	01/03/61	709,186	CHOLÉS-TROL
00037BXO	Benelux	05/24/71	33,544	05/24/71	33,544	ENZA-TROL
00037BX1	Benelux	07/05/91	766,280	07/05/91	497,490	ENZA-TROL
00037FIO	Finland	05/05/81	1531/1981	05/05/81	77,433	ENZA-TROL
00037ESO	Italy	05/06/70	255,897	05/06/70	255,897	ENZA-TROL
00037USO	United States	07/11/60	100,582	07/18/61	718,436	ENZA-TROL
00156ARO	Argentina	12/05/96	2,060,012	02/26/98	1,659,313	LabLink
00156AUO	Australia	02/22/96	703,079	02/22/96	703,079	LabLink
00156ATO	Austria	03/01/96	AM1394/96	05/21/96	164,341	LabLink
00156BRO	Brazil	05/14/96	819,228,222	12/15/98	819,228,222	LabLink
00156CLO	Chile	02/27/96	335,478	12/17/96	474,380	LabLink
00156COO	Columbia	02/22/96	96-008,353	12/23/96	192,453	LabLink
00156FRO	France	02/29/96	96/613,492	08/09/96	96/613,492	LabLink
00156DEO	Germany	03/21/96	39,613,809.8	06/19/96	39,613,809	LabLink
00156ID1	Indonesia	03/20/96	965,348	06/18/97	375,262	LabLink
00156ITO	Italy	03/08/96	RM96C001178			LabLink
00156JPO	Japan	02/23/96	18442/96			LabLink
00156NZO	New Zealand	02/22/96	259,099	02/22/96	259,099	LabLink
00156SAO	Saudi Arabia	03/04/96	33,131	04/06/97	399/34	LabLink
00156KRO	South Korea	03/06/96	2299/1996			LabLink
00156ESO	Spain	03/01/96	2,015,803	07/22/96	2,015,803	LabLink
00156SEO	Sweden	02/20/96	96-01962	03/21/97	322,368	LabLink
00156CHO	Switzerland	02/21/96	1209/1996	03/12/97	437,805	LabLink
00156TWO	Taiwan	05/25/96	85,025,262	04/16/97	90,358	LabLink
00156USO	United States	12/06/93	74/465,805	01/27/98	2,132,920	LabLink
00156US1	United States	08/20/84	73/495,646	12/30/86	1,423,363	LabLink
00159EUO	European Union	07/10/96	34,574			LabLink and Design
00159JP1	Japan	07/01/96	72550/96			LabLink and Design
00159JP2	Japan	07/01/96	72551/96	05/22/98	4,148,214	LabLink and Design
00159001	United States	07/11/96	75/132,661	09/01/98	2,186,432	LabLink and Design
00157ARO	Argentina	12/05/96	2,060,014	02/26/98	1,659,313	Lablink DIRECT
00157AU1	Australia	02/22/96	703,078	02/22/96	703,078	LabLink DIRECT
00157AT1	Austria	03/01/96	AM1395/96	05/21/96	164,342	LabLink DIRECT
00157BR1	Brazil	05/14/96	819,228,230			LabLink DIRECT
00157CL1	Chile	02/27/96	335,479			LabLink DIRECT
00157CO1	Colombia	02/22/96	96,008,354	01/21/97	192,948	LabLink DIRECT
00157FR1	France	02/29/96	96/613493	08/09/96	96/613493	LabLink DIRECT
00157DE1	Germany	03/21/96	396,138,055			LabLink DIRECT
00157ID1	Indonesia	03/20/96	965,349	06/18/97	375,263	LabLink DIRECT
00157ITO	Italy	03/08/96	RM96C001179			LabLink DIRECT
00157JPO	Japan	02/23/96	08-018443	09/19/97	4,057,940	LabLink DIRECT
00157NZO	New Zealand	02/22/96	259,098	02/22/96	259,098	LabLink DIRECT
00157SAO	Saudi Arabia	03/04/96	33,128	04/06/97	399/33	LabLink DIRECT
00157KR1	South Korea	03/06/96	8559/1996	09/29/97	376,585	LabLink DIRECT
00157ESO	Spain	03/01/96	2,015,804	09/05/96	2,015,804	LabLink DIRECT
00157SEO	Sweden	02/20/96	96-01963	01/17/97	320,892	LabLink DIRECT
00157CHO	Switzerland	02/21/96	1208/1966	02/21/96	438,576	LabLink DIRECT
00157TWO	Taiwan	05/25/96	85,025,260	06/01/97	763,215	LabLink DIRECT
00157USO	United States	03/07/96	75/068,847	09/08/98	2,188,142	LabLink DIRECT
00158ARO	Argentina	12/05/96	2,060,013	02/26/98	1,659,312	LabLink DIRECTNET
00158AUO	Australia	02/22/96	703,081	02/22/96	703,081	LabLink DIRECTNET
00158ATO	Austria	03/01/96	AM1396/96	05/21/96	164,343	LabLink DIRECTNET
00158BRO	Brazil	05/14/96	819,228,249			LabLink DIRECTNET

## EXHIBIT A

Reference Number	Country	Filing Date	Serial Number	Reg. (Pub.) Date	Reg. (Pub.) Number	Mark
00158CLO	Chile	02/27/96	335,480			LabLink DIRECTNET
00158COO	Colombia	02/22/96	968,354			LabLink DIRECTNET
00158FRO	France	02/29/96	96/613,490	08/09/96	96/32NL	LabLink DIRECTNET
00158DEO	Germany	03/21/96	396,13,806.3	09/17/96	39,613,806	LabLink DIRECTNET
00158IDO	Indonesia	03/20/96	965,346	06/18/97	375,260	LabLink DIRECTNET
00158ITO	Italy	03/08/96	RM96C/001180			LabLink DIRECTNET
00158JPO	Japan	02/23/96	18444/96	09/19/97	4,057,941	LabLink DIRECTNET
00158NZO	New Zealand	02/22/96	259,097	02/22/96	259,097	LabLink DIRECTNET
00158SAO	Saudi Arabia	03/04/96	33,124	04/29/97	401/08	LabLink DIRECTNET
00158KRO	South Korea	03/06/96	8560/1996	01/13/98	390,484	LabLink DIRECTNET
00158ESO	Spain	03/01/96	2,015,805	03/01/96	2,015,805	LabLink DIRECTNET
00158SEO	Sweden	02/20/96	96-01960	11/29/96	319,895	LabLink DIRECTNET
00158CHO	Switzerland	02/21/96	1207/1996	03/24/97	438,575	LabLink DIRECTNET
00158TWO	Taiwan	05/25/96	85,025,261	03/01/97	763,375	LabLink DIRECTNET
00158USO	United States	03/07/96	75/068,846			LabLink DIRECTNET
00159ARO	Argentina	12/05/96	2,060,011	02/26/98	1,659,314	LabLink NOTES
00159AUO	Australia	02/22/96	703,080	02/22/96	703,080	LabLink NOTES
00159ATO	Austria	03/01/96	AM1393/96	05/21/96	164,340	LabLink NOTES
00159BRO	Brazil	05/14/96	819,228,257	12/15/98	819,228,257	LabLink NOTES
00159CLO	Chile	02/27/96	335,481			LabLink NOTES
00159COO	Colombia	02/22/96	96,008,358	12/23/96	192,456	LabLink NOTES
00159FRO	France	02/29/96	96,613,491	08/09/96	96,613,491	LabLink NOTES
00159DEO	Germany	03/21/96	39,613,807.1	06/19/96	39,613,807	LabLink NOTES
00159IDO	Indonesia	03/20/96	965,347	06/18/97	375,261	LabLink NOTES
00159ITO	Italy	03/08/96	RM96C001181			LabLink NOTES
00159JPO	Japan	02/23/96	18445/96			LabLink NOTES
00159NZO	New Zealand	02/22/96	259,100	02/22/96	259,100	LabLink NOTES
00159SAO	Saudi Arabia	03/04/96	33,130	04/06/97	399/32	LabLink NOTES
00159KRO	South Korea	03/06/96	2300/1996			LabLink NOTES
00159ESO	Spain	03/01/96	2,015,806	01/20/97	2,015,806	LabLink NOTES
00159SEO	Sweden	02/20/96	96-01961	11/29/96	319,896	LabLink NOTES
00159CHO	Switzerland	02/21/96	1206/1996	11/29/96	438,574	LabLink NOTES
00159TWO	Taiwan	05/25/96	85,025,263	07/16/97	92,488	LabLink NOTES
00159USO	United States	03/07/96	75/069,139	04/14/98	2,151,250	LabLink NOTES
00056AUO	Australia	01/11/71	245,375	05/22/72	A245,375	LAB-TROL
00056BXO	Benelux	05/25/70	121,892	05/05/70	33,540	LAB-TROL
00056CAO	Canada	11/01/54	227,348	04/01/55	100,402	LAB-TROL
00056CRO	Costa Rica			08/17/60	23,159	LAB-TROL
00056FIO	Finland	06/07/76	2747/76	08/05/80	74,209	LAB-TROL
00056DEO	Germany	09/30/63	D16117/2Wz	09/30/63	800,063	LAB-TROL
00056GTO	Guatemala	05/15/61	12,805	02/19/81	12,805	LAB-TROL
00056JPO	Japan	05/16/85	48579/85	10/31/90	2,278,830	LAB-TROL
00056PYO	Paraguay	12/14/80	97,753	12/04/90	145,400	LAB-TROL
00056CHO	Switzerland	08/04/71	3819	08/04/71	392,141	LAB-TROL
00056GB0	United Kingdom	08/04/71	978,742	08/04/71	978,742	LAB-TROL
00056USO	United States	06/07/54	71/667,785	03/15/55	603,181	LAB-TROL
00056EU0	European Union	03/07/97	481,374			LAB-TROL
00066AUO	Australia	01/11/71	245,368	05/30/72	A245,368	MONI-TROL
00066ATO	Austria	03/10/78	AM640/78	07/28/78	88,612	MONI-TROL
00066BXO	Benelux	05/24/71	4868	05/24/76	33,541	MONI-TROL
00066CAO	Canada	08/05/71	345,058	07/14/72	184,373	MONI-TROL
00066CNO	China	07/30/82	160437	07/30/82	160437	MONI-TROL
00066DK0	Denmark	03/10/78	1191/1978	05/01/80	1877/1980	MONI-TROL
00066FIO	Finland	06/07/76	2746/76	08/05/80	74208	MONI-TROL

## EXHIBIT A

Reference Number	Country	Filing Date	Serial Number	Reg. (Pub.) Date	Reg. (Pub.) Number	Mark
00066GT0	Guatemala	06/29/76	2191/97	09/13/77	33118	MONI-TROL
00066IE0	Ireland	06/04/76	1292/76	06/04/76	90188	MONI-TROL
00066IT0	Italy	02/26/96	1273/66	05/26/67	473909	MONI-TROL
00066JPO	Japan	09/08/69	78831/69	10/08/73	1036327	MONI-TROL
00066MX0	Mexico	07/31/84	236661	07/31/84	304713	MONI-TROL
00066NZ0	New Zealand	05/31/76	115836	05/31/76	115836	MONI-TROL
00066PT0	Portugal	7/30/96	192479	06/27/84	192479	MONI-TROL
00066ZA0	South Africa	03/19/75	75/1340	03/19/75	75/1340	MONI-TROL
00066ES0	Spain	08/24/71	625566	08/24/81	625566	MONI-TROL
00066CH0	Switzerland	08/04/71	2072-2100	04/08/71	392142	MONI-TROL
00066GB0	United Kingdom	11/15/72	1,001,750			MONI-TROL
00066US0	United States	09/14/65	72/227,753	09/06/66	814250	MONI-TROL
00072AU0	Australia	01/11/71	245,374	05/22/72	A245,374	PATHO-TROL
00072BX0	Benelux	10/27/83	49,915	10/27/83	393772	PREFER
00072CA0	Canada	10/31/83	511,571	07/20/84	293,177	PREFER
00072FR0	France	11/08/83	680,856	11/08/83	1,250,560	PREFER
00072JPO	Japan	10/28/83	102,009/83	12/25/85	1,830,793	PREFER
00076CH0	Switzerland	10/28/83	6144	10/28/83	331,226	PREFER
00072GB0	United Kingdom	08/04/71	978,743	08/04/71	978,743	PATHO-TROL
00072US0	United States	07/21/58	55,651	02/07/61	710,809	PATHO-TROL
00081CA0	Canada	07/20/79	442,373	01/16/81	254,854	PROTOCOL
00081CA0	Canada	02/08/79	435,548	04/18/80	243,327	QUANTRA
00081FIO	Finland	03/17/78	1533/78	05/05/81	77,435	QUANTRA
00081CH0	Switzerland	03/31/82	1866	03/31/82	320,791	QUANTRA
00081GB0	United Kingdom	03/15/78	1,092,551	03/15/78	1,092,551	QUANTRA
00081US0	United States	08/18/77	138,058	07/25/78	1,097,084	QUANTRA
00173US0	United States	07/17/95	74/701,947	06/18/96	1,981,119	SPECIAL-T MARKER
00094CA0	Canada	01/27/86	566,208	12/19/86	321,811	STA-BIL
00094CH0	Switzerland	01/29/86	550/86	01/29/86	349,813	STA-BIL
00115CA0	Canada	02/08/79	435,550	02/08/80	239,813	TRI-RAC
00115CH0	Switzerland	02/23/82	1136	02/23/82	319,252	TRI-RAC
00115GB1	United Kingdom	03/15/78	1,092,552	03/15/78	1,092,552	TRI-RAC
00115US0	United States	08/09/76	73/095911	04/19/77	1063638	TRI-RAC
00188EU0	European Union	03/07/97	481,374			TRU-LIQUID
00188JPO	Japan	04/01/97	101,827/97			TRU-LIQUID
00188CH0	Switzerland	06/18/97	04783/1997	03/03/98	449667	TRU-LIQUID
00188US0	United States	02/07/97	75/238,097			TRU-LIQUID