

08-06-1999

1-31-92

8-6-99



EET

484-120
481-40 482-225

To the Honorable Commissioner of

101090362

Send original documents or copy thereof.

1. Name of conveying party(ies):

Greer Laboratories, Inc.
639 Nuway Circle Northeast
Lenoir, NC 28645

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

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

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

Name: IBJ Whitehall Business Credit Corporation

Internal Address:

Street Address: One State Street

City New York State NY ZIP 10004

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State New York

Other

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

(Designation must be a separate document from Assignments)

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

3. Nature of conveyance:

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

Execution Date: July 30, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

(See attached Exhibit)

Additional numbers attached? Yes No

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

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 265.00

Enclosed \$120.00 expedited fee

Authorized to be charged to deposit account

8. Deposit account number: 110980

(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.

Pamela A. Allen

Name of Person Signing

Signature

8/4/99

Date

Total number of pages comprising cover sheet: 17

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/09/1999 TTON11 00000003 1299252

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC 484
02 FC 481
03 FC 482

120.00 OP
40.00 OP
225.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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ALSTON & BIRD

1. U.S. Trademark/Service Mark Registrations

GREER LABORATORIES, INC.
U.S. Trademark/Service Mark Registrations

July 29, 1999

Mark/File No.	Reg. No./Issued	Goods/Services	Status
CASTA 1859-009	1,299,252 090C1984	Pharmaceutical preparations, namely antigens (Int. 5).	Renewal due October 9, 2004.
GREER 1859-002	917,452 03AU1971	Sterile empty vials (Int. 2); and Allergenic extracts and allied items-namely, pollens, powdered allergens, distilled water, buffered saline, and freeze dried extracts (Int. 18).	Renewal due August 31, 2001.
GREER 1859-005	1,123,881 14AU1979	Medical diagnostic kits for the cultivation of allergenic fungi consisting primarily of vegetable extract mediums for cultivating fungi, and medical diagnostic kits composed primarily of antigens for demonstrating precipita- ting antibodies, for in vitro diagnostic use (Int. 1); and Medical diagnostic services for detecting allergenic reactions (Int. 42).	Renewal due August 14, 2009.

Mark/File No.	Reg. No./Issued	Goods/Services	Status
GREER & Design 1859-003	914, 835 15JJE1971	Sterile empty vials (Int. 2); and Allergenic extracts and allied items-namely, pollens powdered allergens, distilled water, buffered saline, and freeze dried extracts (Int. 18).	Renewal due June 15, 2001.
GREER DIA-KIT 1859-008	1, 117, 501 08MY1979	Medical diagnostic kits composed primarily of antigens for demonstrating precipitating antibodies, for in vitro diagnostic use (Int. 1).	Renewal due May 8, 2009.
OPTIMIX 1859-030	2, 241, 229 20AP1999	Medical syringes (Int. 10).	Affidavit of Use due after April 20, 2004, but before April 20, 2005; renewal due April 20, 2009.
PRIDE IN EXCELLENCE 1859-017	1, 826, 031 15MR1994	Chemicals; namely, medical diagnostic kit for the cultivation of allergenic fungi consisting primarily of vegetable extract mediums and medical diagnostic kits composed primarily of antigens for demonstrating precipita- ting antibodies for in vitro diagnostic use (Int. 1): Detergents for use in the chemical industry and for institutional use and degreasers for use in the chemical industry and for institutional use (Int. 3):	Affidavit of Use due after March 15, 1999, but before March 15, 2000; renewal due March 15, 2004.

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ALSTON & BIRD

Mark/File No.	Reg. No./Issued	Goods/Services	Status	Pages
PRIDE IN EXCELLENCE 1859-017 (continued)		Pharmaceutical preparations for the treatment of allergic reactions in the form of antigens, immunologic drugs, diagnostic reagents and preparations for medical use; diagnostic preparations for clinical or medical laboratory use; namely, applicators containing various substances used to test for possible allergic reaction; diagnostic preparations for clinical or medical laboratory use in the nature of allergenic extracts and allied items; namely, pollens, powdered allergens, distilled water, buffered saline, and freeze dried extracts; disinfectants for medical instruments, air deodorant, insecticides for domestic use and algacides for domestic use (Int. 5); Laboratory equipment: namely, vial racks and sterile empty vials made of glass (Int. 9); Printed labels not made of textiles (Int. 16); Shipping containers made of synthetic materials (Int. 20); and Medical diagnostic testing services (Int. 42).		

Mark/File No.

Reg. No./Issued

Goods/Services

Status

Page

Test Tube Design
1859-013

1,921,333
26SEI995

Chemicals; namely, medical diagnostic kit for the cultivation of allergenic fungi consisting primarily of vegetable extract mediums and medical diagnostic kits composed primarily of antigens for demonstrating precipitating antibodies for in vitro diagnostic use (Int. 1); Pharmaceutical preparation for the treatment of allergic reactions in the form of antigens, immunologic drugs, diagnostic reagents and preparations for medical use; diagnostic preparations for clinical or medical laboratory use in the nature of allergenic extracts and allied items, namely, pollens, powdered allergens, distilled water, buffered saline, and freeze dried extracts; disinfectants for medical instruments, air deodorant, insecticides for domestic use and algacides for domestic use (Int. 5);

Affidavit of Use due after September 26, 2000, but before September 26, 2001; renewal due September 26, 2005.

Mark/File No.

Reg. No./Issued

Goods/Services

Status

Test Tube Design
1859-013 (continued)

Laboratory equipment; namely,
vial racks and sterile empty
vials made of glass (Int. 10);
Printed labels not made of
textiles (Int. 16);
Shipping containers made of
synthetic materials (Int. 20);
and Medical diagnostic testing
services (Int. 42).

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2. U.S. Trademark/Service Mark Applications

GREER LABORATORIES, INC.
U.S. Trademark/Service Mark Applications
July 29, 1999

Mark/File No.	Ser. No./Filed	Goods/Services	Status
GREER PICK 1859-032	75/428,882 04FE1998	Diagnostic devices, namely applicators to deliver various substances used to test for possible allergic reactions (Int. 10).	Application pending; published for opposition July 27, 1999.
OPTITEST 1859-037	75/713,683 25MY1999	Intradermal skin testing device (Int. 10).	Application pending; awaiting filing receipt.

-29 99 (THU) 19:16

ALSTON & BIRD

342198

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of July 30, 1999, by and between GREER LABORATORIES, INC., a North Carolina corporation (the "Borrower"), and IBJ WHITEHALL BUSINESS CREDIT CORPORATION, a New York corporation ("IBJWBCC"), as Agent (IBJWBCC, in such capacity, the "Agent") for itself and the other lenders (IBJWBCC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Revolving Credit, Term Loan, Capital Expenditure and Security Agreement, dated as of even date herewith, among the Borrower, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan and Security Agreement).

WITNESSETH:

RECITALS.

A. The Borrower owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Borrower pursuant to the Loan and Security Agreement; and

C. The Borrower, the Agent and the Lenders have entered into the Loan and Security Agreement; and

D. Pursuant to the Loan and Security Agreement, the Borrower has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Borrower's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Borrower now has or hereafter acquires rights and wherever located; (b) all of the Borrower's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Borrower now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Loan and Security Agreement and in furtherance of the Loan and Security Agreement, including, without limitation, for purposes of perfecting the security interests

granted therein, the Lenders have required that the Borrower grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Borrower any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Borrower hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located and the goodwill of the business of the Borrower relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Borrower or in which the Borrower now has or hereafter acquires

rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Loan and Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Borrower shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Borrower's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Borrower does hereby further acknowledge and affirm that the representations, warranties and covenants of the Borrower with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Loan and Security Agreement in accordance with Section 13 thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Borrower any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Borrower, the Agent shall, at the expense of the Borrower, execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Borrower in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Loan and Security Agreement.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Borrower shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Borrower shall comply with the terms of the Loan and Security Agreement with respect to such new Trademark or Trademark License. The Borrower authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Borrower further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Borrower shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan and Security Agreement, (b) the Borrower shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Borrower's business and (c) if the Borrower fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Borrower's name or in its own name, but in any case at the Borrower's expense, and the Borrower hereby agrees to reimburse the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

GREER LABORATORIES, INC.

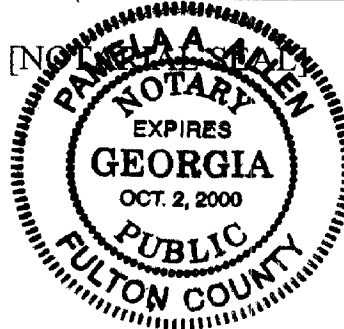
By: W White
Name: W. WHITE, JR.
Title: PRESIDENT

STATE OF GEORGIA
COUNTY OF FULTON) ss.:

On the 30th day of July, 1999 before me personally came William White Jr. to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Greer Laboratories, Inc., who being by me duly sworn, did depose and say that he is the President of Greer Laboratories, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Pamela A. Allen
Notary Public

My Commission Expires:
10/2/00



[Signature Page to Collateral Assignment of Trademarks]

By: [Signature]
Name: Edward A. Jesser
Title: SVP

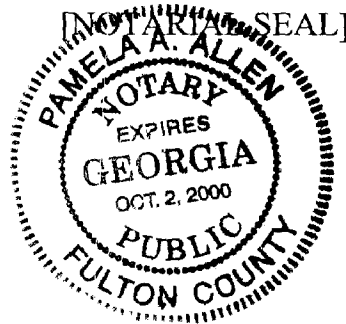
STATE OF GEORGIA)
COUNTY OF FULTON) ss.:

On the 30th day of July, 1999 before me personally came Edward A. Jesser, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Senior Vice President of IBJ Whitehall Business Credit Corporation; who being by me duly sworn, did depose and say that he is the Senior Vice President of IBJ Whitehall Business Credit Corporation; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Loan and Security Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Loan and Security Agreement.

Pamela A. Allen
Notary Public

My Commission Expires:

10/2/00



[Signature Page to Collateral Assignment of Trademarks]

SCHEDULE I

REGISTERED U.S. TRADEMARKS

[SEE ATTACHED SCHEDULE]

PENDING U.S. TRADEMARK APPLICATIONS

[SEE ATTACHED SCHEDULE]

TRADEMARK LICENSES

Trademark Licenses with respect to which
the Borrower is a licensor:

NONE

Trademarks and Trademark Applications with respect to which
the Borrower is a licensee:

NONE

1. U.S. Trademark/Service Mark Registrations

GREER LABORATORIES, INC.
U.S. Trademark/Service Mark Registrations

July 29, 1999

Mark/File No.	Reg. No./Issued	Goods/Services	Status
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Mark/File No.	Reg. No. /Issued	Goods/Services	Status	Page :
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GREER DIA-KIT 1859-008	1, 117, 501 08MY1979	Medical diagnostic kits composed primarily of antigens for demonstrating precipitating antibodies, for in vitro diagnostic use (Int. 1).	Renewal due May 8, 2009.	
OPTIMIX 1859-030	2, 241, 229 20AP1999	Medical syringes (Int. 10).	Affidavit of Use due after April 20, 2004, but before April 20, 2005; renewal due April 20, 2009.	
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Mark/File No.

Reg. No./Issued

Goods/Services

Status

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PRIDE IN EXCELLENCE
1859-017 (continued)

Pharmaceutical preparations for the treatment of allergic reactions in the form of antigens, immunologic drugs, diagnostic reagents and preparations for medical use; diagnostic preparations for clinical or medical laboratory use; namely, applicators containing various substances used to test for possible allergic reaction; diagnostic preparations for clinical or medical laboratory use in the nature of allergenic extracts and allied items; namely, pollens, powdered allergens, distilled water, buffered saline, and freeze dried extracts; disinfectants for medical instruments, air deodorant, insecticides for domestic use and algacides for domestic use (Int. 5); Laboratory equipment: namely, vial racks and sterile empty vials made of glass (Int. 9); Printed labels not made of textiles (Int. 16); Shipping containers made of synthetic materials (Int. 20); and Medical diagnostic testing services (Int. 42).

Mark/File No.	Reg. No./Issued	Goods/Services	Status
Test Tube Design 1859-013	1,921,333 26SEI995	Chemicals; namely, medical diagnostic kit for the cultivation of allergenic fungi consisting primarily of vegetable extract mediums and medical diagnostic kits composed primarily of antigens for demonstrating precipitating antibodies for in vitro diagnostic use (Int. 1); Pharmaceutical preparation for the treatment of allergic reactions in the form of antigens, immunologic drugs, diagnostic reagents and preparations for medical use; diagnostic preparations for clinical or medical laboratory use, namely, applicators containing various substances used to test for possible allergenic reaction; diagnostic preparations for clinical or medical laboratory use in the nature of allergenic extracts and allied items, namely, pollens, powdered allergens, distilled water, buffered saline, and freeze dried extracts; disinfectants for medical instruments, air deodorant, insecticides for domestic use and algacides for domestic use (Int. 5);	Affidavit of Use due after September 26, 2000, but before September 26, 2001; Renewal due September 26, 2005.

Mark/File No.	Reg. No./Issued	Goods/Services	Status	Page
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Test Tube Design
1859-013 (continued)

Laboratory equipment; namely, vial racks and sterile empty vials made of glass (Int. 10); Printed labels not made of textiles (Int. 16); Shipping containers made of synthetic materials (Int. 20); and Medical diagnostic testing services (Int. 42).

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ALSTON & BIRD

2. U.S. Trademark/Service Mark Applications

GREER LABORATORIES, INC.
U.S. Trademark/Service Mark Applications
July 29, 1999

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