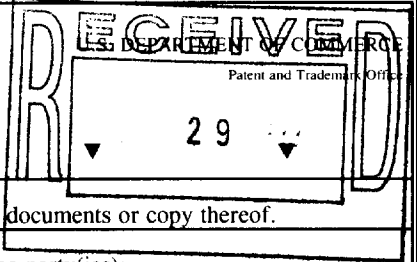


08-03-1999



101106488

COVER SHEET
ONLY



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

1. Name of conveying party(ies): NEN Acquisition, Inc. (to be renamed as NEN Life Science Products, Inc.)

- 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:

7-29-99

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

Execution Date: June 30, 1997

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

Name: Credit Suisse First Boston, as Administrative Agent
 Internal Address: _____
 Street Address: 11 Madison Avenue
 City: New York State: NY ZIP: 10010

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York branch of a Swiss banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Continuation of Item Four**

Additional numbers attached? Yes No

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

Name: Lori E. Lesser, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

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

8. Deposit account number:

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

DO NOT USE THIS SPACE

390 E

08/02/1999 HTHM11 00000161 1932228

9. Statement and signature.
 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.

40.00 CP
350.00 CP

Lori E. Lesser, Esq.
Name of Person Signing

[Signature]
Signature

7/28/99
Date

Total number of pages comprising cover sheet: 83

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

TRADEMARK	REG. NO.
ALLIANCE	1,932,228
BLAST	1,858,308
EASYTIDES	1,951,821
ELAST	1,803,599
EN3HANCE	1,408,084
ENTENSIFY	1,546,928
GENESCREEN PLUS	1,656,038
GLUSULASE	837,736
NEN	2,003,679
NEN-PHAGE	1,686,977
NEN-TRAC	1,730,514
POLYSCREEN	1,801,434
RAMPS	1,483,225
RAPIDAMIDE	1,510,581
RENAISSANCE	1,866,190

BORROWER COLLATERAL AGREEMENT

made by

NEN ACQUISITION, INC.
(to be renamed as **NEN LIFE SCIENCE PRODUCTS, INC.**)

in favor of

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

Dated as of June 30, 1997

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINED TERMS	1
1.1 Definitions	1
1.2 Other Definitional Provisions	4
SECTION 2. GRANT OF SECURITY INTEREST	4
SECTION 3. REPRESENTATIONS AND WARRANTIES	5
3.1 Representations in Credit Agreement	5
3.2 Title; No Other Liens	5
3.3 Perfected First Priority Liens	5
3.4 Chief Executive Office	5
3.5 Inventory and Equipment	6
3.6 Farm Products	6
3.7 Pledged Securities	6
3.8 Receivables	6
3.9 Intellectual Property	6
SECTION 4. COVENANTS	7
4.1 Delivery of Instruments and Chattel Paper	7
4.2 Maintenance of Insurance	7
4.3 Payment of Obligations	7
4.4 Maintenance of Perfected Security Interest; Further Documentation	7
4.5 Changes in Locations, Name, etc.	8
4.6 Notices	8
4.7 Pledged Securities	8
4.8 Receivables	9
4.9 Intellectual Property	9
SECTION 5. REMEDIAL PROVISIONS	11
5.1 Certain Matters Relating to Receivables	11
5.2 Communications with Obligors; Borrower Remains Liable	11
5.3 Pledged Securities	12
5.4 Proceeds to be Turned Over To Administrative Agent	12
5.5 Application of Proceeds	13
5.6 Code and Other Remedies	13
5.7 Registration Rights	14
5.8 Waiver; Deficiency	14
SECTION 6. THE ADMINISTRATIVE AGENT	15
6.1 Administrative Agent's Appointment as Attorney-in-Fact, etc	15
6.2 Duty of Administrative Agent	16
6.3 Execution of Financing Statements	17
6.4 Authority of Administrative Agent	17
SECTION 7. MISCELLANEOUS	17

	<u>Page</u>
7.1 Amendments in Writing	17
7.2 Notices	17
7.3 No Waiver by Course of Conduct; Cumulative Remedies	17
7.4 Enforcement Expenses; Indemnification	17
7.5 Successors and Assigns	18
7.6 Set-Off	18
7.7 Counterparts	18
7.8 Severability	18
7.9 Section Headings	19
7.10 Integration	19
7.11 GOVERNING LAW	19
7.12 Submission To Jurisdiction; Waivers	19
7.13 Acknowledgements	19
7.14 WAIVER OF JURY TRIAL	20
7.15 Releases	20

BORROWER COLLATERAL AGREEMENT

BORROWER COLLATERAL AGREEMENT, dated as of June 30, 1997, made by NEN ACQUISITION, INC. (to be renamed as NEN LIFE SCIENCE PRODUCTS, INC.; the "Borrower"), in favor of CREDIT SUISSE FIRST BOSTON, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Borrower Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Hedge Agreement referred to below, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now

existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Credit Documents, any Letter of Credit or any Hedge Agreement entered into by the Borrower with any Lender (or any Affiliate of any Lender) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Collateral": as defined in Section 2.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 5.1 or 5.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 5), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming the Borrower as licensor or licensee (including, without limitation, those listed in Schedule 5), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to the Borrower, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which the Borrower is a party or under which the Borrower has any right, title or interest or to which the Borrower or any property of the Borrower is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of the Borrower to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of the Borrower to damages arising thereunder and (iii) all rights of the Borrower to perform and to exercise all remedies thereunder, in each case to the extent the grant by the Borrower of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate the Borrower to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by the Borrower of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Hedge Agreements": as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection

against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by the Borrower to the Parent or any of its Subsidiaries.

"Issuers": the collective reference to each issuer of a Pledged Security.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 5, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 5, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to the Borrower of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 5.

"Pledged Notes": all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to the Borrower and all other promissory notes issued to or held by the Borrower (other than promissory notes issued in connection with extensions of trade credit by the Borrower in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the shares of Capital Stock listed on Schedule 1, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, the Borrower while this Agreement is in effect.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 5, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to the Borrower of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 5.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to the Borrower, shall refer to the Borrower's Collateral or the relevant part thereof.

SECTION 2. GRANT OF SECURITY INTEREST

The Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Documents;
- (d) all Equipment;

- (e) all General Intangibles;
- (f) all Instruments;
- (g) all Intellectual Property;
- (h) all Inventory;
- (i) all Pledged Securities;
- (j) all books and records pertaining to the Collateral; and
- (k) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security given by any Person with respect to any of the foregoing.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

3.1 Representations in Credit Agreement. The representations and warranties set forth in subsection 8 of the Credit Agreement, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein.

3.2 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, the Borrower owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

3.3 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for the Borrower's Obligations, enforceable in accordance with the terms hereof against all creditors of the Borrower and any Persons purporting to purchase any Collateral from the Borrower and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted under the Credit Agreement.

3.4 Chief Executive Office. On the date hereof, the Borrower's jurisdiction of organization and the location of the Borrower's chief executive office or sole place of business are specified on Schedule 3.

3.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 4.

3.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

3.7 Pledged Securities. (a) The shares of Pledged Stock pledged by the Borrower hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by the Borrower.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) The Borrower is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

3.8 Receivables. (a) No amount payable to the Borrower under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) Not more than 5% of the Receivables is owing by a Governmental Authority.

(c) The amounts represented by the Borrower to the Lenders from time to time as owing to the Borrower in respect of the Receivables will at such times be accurate in all material respects.

3.9 Intellectual Property. (a) Schedule 5 lists all Intellectual Property owned by the Borrower in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not (i) to the knowledge of the Borrower, except as set forth in Schedule 8.6 to the Credit Agreement, infringe the intellectual property rights of any other Person or (ii) infringe the Intellectual Property rights of any other Person in a manner which could create any material liability for the Borrower.

(c) Except as set forth in Schedule 5, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Borrower is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Borrower's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) Except as set forth in Schedule 8.9 to the Credit Agreement, no action or proceeding is pending, or, to the knowledge of the Borrower, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any material Intellectual Property or the Borrower's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any material Intellectual Property.

SECTION 4. COVENANTS

The Borrower covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

4.1 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.2 Maintenance of Insurance. (a) The Borrower will maintain, with financially sound and reputable companies, insurance policies insuring the Inventory and Equipment against loss by fire, flood, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

4.3 Payment of Obligations. The Borrower will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

4.4 Maintenance of Perfected Security Interest; Further Documentation. (a) The Borrower shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) The Borrower will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

4.5 Changes in Locations, Name, etc. The Borrower will not:

(a) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 4; .

(b) change the location of its chief executive office or sole place of business from that referred to in Section 3.4; or

(c) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading;

except to the extent that the Borrower shall have given to the Administrative Agent 15 days' prior written notice thereof and taken such action as is necessary or as the Administrative Agent reasonably shall have requested to maintain the perfection and priority of the Liens and security interests granted hereby.

4.6 Notices. The Borrower will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

4.7 Pledged Securities. (a) If the Borrower shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, the Borrower shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by the Borrower to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by the Borrower and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional

collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by the Borrower, the Borrower shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of the Borrower, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, the Borrower will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement and those permitted pursuant to Section 11.3 of the Credit Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of the Borrower or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

4.8 Receivables. (a) Other than in the ordinary course of business consistent with prudent business practice, the Borrower will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) The Borrower will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

4.9 Intellectual Property. (a) The Borrower (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line (to the extent that such line remains material to the Borrower's business) as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way; provided that nothing contained in this clause (a) shall require the Borrower to employ any Trademark which is not material.

(b) The Borrower (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public; provided that nothing contained in this clause (b) shall require the Borrower to employ any Patent which is not material.

(c) The Borrower (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. The Borrower will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain; provided that nothing contained in this clause (c) shall require the Borrower to employ any Copyright which is not material.

(d) The Borrower (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) The Borrower will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding the Borrower's ownership of, or the validity of, any material Intellectual Property or the Borrower's right to register the same or to own and maintain the same.

(f) Whenever the Borrower, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, the Borrower shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs and the Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as are necessary or as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(g) The Borrower will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, the Borrower shall (i) take such actions as the Borrower shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and pursue appropriate protective remedies, including, to the extent appropriate, suing for infringement, misappropriation or dilution, seeking injunctive relief and recovering any and all damages for such infringement, misappropriation or dilution.

SECTION 5. REMEDIAL PROVISIONS

5.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and the Borrower shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. At any time and from time to time when a Default or Event of Default is continuing, upon the Administrative Agent's request and at the expense of the Borrower, the Borrower shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes the Borrower to collect the Borrower's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If the Administrative Agent so notifies the Borrower at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by the Borrower, (i) shall be forthwith (and, in any event, within two Business Days) deposited by the Borrower in the exact form received, duly indorsed by the Borrower to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 5.5, and (ii) until so turned over, shall be held by the Borrower in trust for the Administrative Agent and the Lenders, segregated from other funds of the Borrower. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, the Borrower shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

5.2 Communications with Obligors; Borrower Remains Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, the Borrower shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto,

nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Pledged Securities. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the Borrower of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 5.3(b), the Borrower shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Credit Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the Borrower, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by the Borrower or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to the Borrower to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) The Borrower hereby authorizes and instructs each Issuer of any Pledged Securities pledged by the Borrower hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from the Borrower, and the Borrower agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

5.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 5.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by the Borrower consisting of cash, checks and other near-cash items shall be held by the Borrower in trust

for the Administrative Agent and the Lenders, segregated from other funds of the Borrower, and shall, forthwith upon receipt by the Borrower, be turned over to the Administrative Agent in the exact form received by the Borrower (duly indorsed by the Borrower to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by the Borrower in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.5.

5.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

5.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Borrower or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived and released. The Borrower further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Borrower's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the

surplus, if any, to the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

5.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 5.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the Borrower will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. The Borrower agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) The Borrower recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Borrower acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) The Borrower agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 5.7 valid and binding and in compliance with any and all other applicable Requirements of Law. The Borrower further agrees that a breach of any of the covenants contained in this Section 5.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.7 shall be specifically enforceable against the Borrower, and the Borrower hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

5.8 Waiver; Deficiency. The Borrower waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 6. THE ADMINISTRATIVE AGENT

6.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) The Borrower hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives the Administrative Agent the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do any or all of the following:

(i) in the name of the Borrower or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of the Borrower relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 5.6 or 5.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (i) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (v) defend any suit, action

or proceeding brought against the Borrower with respect to any Collateral; (vi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may reasonably deem appropriate; (vii) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (viii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Administrative Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as the Borrower might do.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1(a) unless an Event of Default shall have occurred and be continuing. The Administrative Agent hereby further agrees that it will provide notice to the Borrower promptly after taking such actions, provided that failure to provide such notice shall not affect the rights of the Administrative Agent and the Lenders hereunder.

(b) If the Borrower fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the Borrower, shall be payable by the Borrower to the Administrative Agent on demand.

(d) The Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

6.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors,

employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, the Borrower authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Borrower in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

6.4 Authority of Administrative Agent. The Borrower acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Borrower, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Borrower shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 7. MISCELLANEOUS

7.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with subsection 14.1 of the Credit Agreement.

7.2 Notices. All notices, requests and demands to or upon the Administrative Agent or the Borrower hereunder shall be effected in the manner provided for in subsection 14.2 of the Credit Agreement.

7.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4 Enforcement Expenses; Indemnification. (a) The Borrower agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in enforcing or preserving any rights under this Agreement and the other Credit Documents to which the

Borrower is a party, including, without limitation, the reasonable fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) The Borrower agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) The Borrower agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to subsection 14.5 of the Credit Agreement.

(d) The agreements in this Section 7.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Credit Documents.

7.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that the Borrower may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

7.6 Set-Off. The Borrower hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to the Borrower, any such notice being expressly waived by the Borrower, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of the Borrower, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of the Borrower to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against the Borrower, in any currency, whether arising hereunder, under the Credit Agreement, any other Credit Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify the Borrower promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 7.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

7.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

7.10 Integration. This Agreement and the other Credit Documents represent the agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Credit Documents.

7.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7.12 Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address referred to in Section 7.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

7.13 Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Credit Documents, and the relationship between the Borrower, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.


7.14 WAIVER OF JURY TRIAL. THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

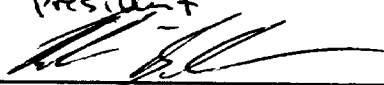
7.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Borrower hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Borrower. At the request and sole expense of the Borrower following any such termination, the Administrative Agent shall deliver to the Borrower any Collateral held by the Administrative Agent hereunder, and execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by the Borrower in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Borrower, shall execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

IN WITNESS WHEREOF, each of the undersigned has caused this Borrower Collateral Agreement to be duly executed and delivered as of the date first above written.

NEN ACQUISITION, INC.

By: 
 Title: President

By: 
 Title: VP / CFO

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate Number</u>	<u>No. of Shares</u>
NEN Life Science Products (Bermuda) Ltd.	Common	1	12,000

Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
NEN Life Science Products (Bermuda) Ltd.	NEN Life Science Products, Inc.	*
NEN Life Science Products - Belgium N.V.	NEN Life Science Products, Inc.	*
NEN Life Sciences Products GmbH	NEN Life Science Products, Inc.	*
NEN Life Science Products - U.K. Limited	NEN Life Science Products, Inc.	*
NEN Life Sciences Products Italy S.R.L.	NEN Life Science Products, Inc.	*
NEN Life Science Products-Netherlands B.V.	NEN Life Science Products, Inc.	*
NEN Life Science Products - France S.A.	NEN Life Science Products, Inc.	*
NEN Life Science Products A.G.	NEN Life Science Products, Inc.	*

* All loans and advances from time to time made by the Payee to the Issuer.

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

Uniform Commercial Code Filings

The Secretary of State of Delaware

The Secretary of the Commonwealth of Massachusetts

City of Boston, Massachusetts

Town of Billerica, Massachusetts

Patent and Trademark Filings

Filing of the Borrower Patent Assignment in the U.S. Patent and Trademark Office

Filing of the Borrower Trademark Security Agreement in the U.S. Patent and Trademark Office

Copyright Filings

Filing of the Borrower Copyright Security Agreement in the United States Copyright Office

Actions with respect to Pledged Stock

Delivery of the Pledged Stock to the Administrative Agent

Actions with respect to Pledged Notes

Delivery of the Pledged Notes to the Administrative Agent

Jurisdiction of Incorporation

Delaware

Chief Executive Office

549 Albany Street
Boston, Massachusetts 02118

LOCATION OF INVENTORY AND EQUIPMENT

549 Albany Street
Boston, Massachusetts 02118

575 Albany Street
Boston, Massachusetts 02118

100 East Canton Street
Boston, Massachusetts 02118

120 East Dedham Street
Boston, Massachusetts 02118

123 East Dedham Street
Boston, Massachusetts 02118

331 Treble Cove Road, Building 250
North Billerica, Massachusetts 01862

COPYRIGHTS AND COPYRIGHT LICENSES

PATENTS AND PATENT LICENSES

AND

TRADEMARKS AND TRADEMARK LICENSES

CONSTITUTING INTELLECTUAL PROPERTY

See attached Schedule 5(a)

LICENSE AGREEMENTS AFFECTING INTELLECTUAL PROPERTY

See attached Schedule 5(b)

**ATTACHMENT A
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN@ LIFE SCIENCE PRODUCTS BUSINESS**

**PATENTS
ASSIGNED TO BUYER**

*Should Buyer elect not to take any such necessary action or pay any such necessary expense for the Patents identified below, then Buyer shall notify Dade Chemistry Systems, Inc. ("Dade") in writing of its election and offer to assign for one dollar (\$1.00) such Patent to Dade, the Buyer retaining a non-exclusive, irrevocable, royalty-free, paid up right to use such Patent in the fields in which it had a right to use such Patent prior to such assignment (with no right to grant sub-licenses other than Affiliates); such assignment being subject to any licenses granted prior to the date of assignment.

CR-8663	IP-0597-L
CR-8663-A	NN-0026
CR-8694	NN-0026-A
CR-8901	NN-0026-A1
CR-8959-A	NN-0100-A
CR-8959-B	NN-0146
IP-0367	NN-0173
IP-0367-A	NN-0212
IP-0367-C	NN-0212-A
IP-0549	NN-0220-A
IP-0549-A	NN-0220-A1
IP-0591	NN-0220-A2
IP-0597	NN-0220-B
IP-0597-A	NN-0020-C
IP-0597-A1	NN-0220-E
IP-0597-B	NN-0223
IP-0597-B1	NN-0223-A
IP-0597-B2	NN-0223-B
IP-0597-C	NN-0256
IP-0597-D	NN-0259-A
IP-0597-E	NN-0260-A
IP-0597-F	NN-0262
IP-0597-J	
IP-0597-K	

03/10/97

17

MAR 20, 1997

ATTACHMENT A
ASSIGNED TO OTHER

PAGE 6

21

PAGE 9

22

OBJECT TITLE CITY S APPLICATION NUMBER FILING DATE PATENT NUMBER GRANT DATE EXPIRY DATE

OBJECT NO	TITLE	CITY S	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	GRANT DATE	EXPIRY DATE
IP 0016	METHOD FOR DETERMINING DNA SEQUENCES.	USA	2007270	06-26-91			09-00
IP 0015	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0014	METHOD FOR DETERMINING DNA SEQUENCES.	USA	91110242.2	06-22-91			09-00
IP 0013	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0012	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0011	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0010	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0009	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0008	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0007	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0006	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0005	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0004	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0003	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0002	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0001	METHOD FOR DETERMINING DNA SEQUENCES.	USA	88/048	06-22-91			09-00
IP 0019	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0018	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0017	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0016	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0015	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0014	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0013	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0012	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0011	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0010	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0009	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0008	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0007	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0006	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0005	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0004	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0003	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0002	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00
IP 0001	METHOD AND KIT FOR DOUBLE ANTIBODY IMMUNOASSAY	USA	88/048	06-22-91			09-00

ATTACHMENT A
ASSIGNED TO BOXES

25

DOC#	TITLE	CTRY	APPLCATION NUMBER	FILING DATE	PATENT NUMBER	GRANT DATE	EXPIRY DATE
NO 0255A	METHOD AND APPARATUS FOR ISOALATION/PURIFICATION	USA	07/099998	06-17-92	523789	01-04-90	01-11
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	USA	UMN 07-10-92	07-10-92	E81008	01-06-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	BELG	UMN 07-10-92	07-10-92	038709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	DEMI	MARK 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	EPC	9297329	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	FRAN	UMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	GERM	BMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	ITAL	69209982.2	07-10-92	4820982	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	JAPA	56060109	07-10-92	3010770	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	LUKE	UMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	MONA	UMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	NETV	UMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	SPAI	UMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	SWIT	UMN 07-10-92	07-10-92	0594709	11-08-95	07-12
NO 0256	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	USA	07/789210	07-12-91	523001T	08-24-95	07-11
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	ASIA	92/023404	08-28-92	657200	03-20-96	08-12
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	CANA	210612	08-28-92			08-06
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	EPC	9201077.1	08-28-92	0601094	03-05-97	08-12
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	FRAN	96/00072.8	07-20-92			08-06
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	GERM	UMN 08-28-92	08-28-92	0601094	03-05-97	08-12
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	ITAL	UMN 08-28-92	08-28-92	0601094	03-05-97	08-12
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	NETV	UMN 08-28-92	08-28-92	0601094	03-05-97	08-12
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	RUSS	UMN 08-28-92	08-28-92	0601094	03-05-97	08-12
NO 0257	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	USA	08/007485	01-21-91			08-11
NO 0257A	A GAS FLOW GEIGER-MULLER TYPE DETECTOR AND METHOD	USA	238223	12-30-92	9298794	03-29-94	08-11
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	CANA	93102814.6	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	EPC	UMN 12-30-92	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	FRAN	UMN 12-30-92	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	GERM	UMN 12-30-92	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	ITAL	UMN 12-30-92	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	JAPA	93/932489	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	NETV	UMN 12-30-92	12-30-92			08-06
NO 0259A	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ	SWIT	UMN 12-30-92	12-30-92			08-06
NO 0266A	A RAPID, HIGH CAPACITY NUCLEIC ACID BASED ASSAY	USA	07/913121	07-14-92			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	USA	08/211902	08-21-90			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	BELG	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	CANA	2106338	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	FRAN	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	GERM	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	NETV	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	ITAL	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	JAPA	94/911114	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	NETV	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	SWIT	UMN 10-22-93	10-22-93			08-06
NO 0268	METHOD FOR DETERMINING TOTAL	USA	07/968098	10-29-92			08-06

MAR 20, 1997

ATTACHMENT A

ASSIGNED TO BUYER

PAGE 9

26

DECLET RPN	TITLE	CTRY	S	APPLICATION NUMBER	FILING DATE	PATENTS NUMBER	GRANT DATE	EXPIRY DATE
MM 0266	APPARATUS FOR CHEMICALLY PROCESSING TOXIC MATERIAL	USA	B					
MM 0267	COMPOSITION AND METHOD FOR STABILIZING RADIOACTIVE	PCT	F	09/027911	02-25-93	5186932	07-05-94	02-13
MM 0267A	COMPOSITION AND METHOD FOR STABILIZING RADIOACTIVE	USA	F	US95/10529	06-13-96			09-00
MM 0267B	COMPOSITION AND METHOD FOR STABILIZING RADIOACTIVE	USA	F	09/163428	12-11-96			09-00
MM 0268	COMPOSINS AND METHOD FOR SYNTHESIZING SULFOINDOXA	USA	F	MMN 02-20-97				09-00
MM 0269	A CELL IMMUNIZATION IMMUNASSAY	USA	F	09/587631	07-26-98			09-00
MM 0269	A CELL IMMUNIZATION IMMUNASSAY	PCT	F	W96/02171	02-14-96			09-00
MM 0272	A SOLID PHASE CELL-BASED ASSAY	USA	F	09/590598	02-17-95			08-00
MM 0273	NOVEL PEROXIDASE SUBSTRATES AND THEIR USE IN CATAL.	USA	F	09/744710	10-29-96			09-00
MM 0273	NOVEL PEROXIDASE SUBSTRATES AND THEIR USE IN CATAL.	USA	F	MMN 03-18-97				09-00

**ATTACHMENT A
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN® LIFE SCIENCE PRODUCTS BUSINESS**

TRADEMARKS

TRADEMARKS - Assigned to Buyer

TRADEMARK	COUNTRY	GOODS	STATUS	NUMBER	RENEWAL
Alliance	USA	Hemata Diagnostic Virology Kits	Pending	1,932,225	
BLAST	USA	Non-rat amplification kits	Registered	1858308	18 OCT 04
EASYTAG	USA	Labeled substrates for lta use	Pending		
EASYTIDES	USA	Colored radiolabeled nucleotides	Pending	1,951,821	
ELAST	USA	Non-rat assay kits	Registered	1809999	09 NOV 03
EasyHeme	USA	Enhancing sources for autoradiography	Registered	1408084	08 SEP 06
Emmetry	USA	Autoradiography enhancer	Registered	1548928	11 JUL 09
GeneScreen Plus	USA	Nylon hybridization membranes	Registered	1636008	10 SEP 01
Glucostat	USA	Diagnostic lab reagent	Registered	837738	31 OCT 07
NEN	Brazil	Radiocytotoxic-rad research reagents	Pending	818362740	
NEN	Canada	Radiocytotoxic-rad research reagents	Registered	227561	05 MAY 08
NEN	Germany	Radiocytotoxic-rad research reagents	Registered	999648	17 DEC 96
NEN	Japan	Radiocytotoxic-rad research reagents	Registered	2398132	31 DEC 81
NEN	Singapore	Radiocytotoxic-rad research reagents	Pending	5/2613/94	
NEN	Switzerland	Radiocytotoxic-rad research reagents	Registered	287384	06 MAR 97
NEN	USA	Radiocytotoxic-rad research reagents	Pending	74/837784	
NEN-Phage	USA	Kits for packaging and cloning DNA	Registered	1688777	12 MAY 03
NEN-Trac	USA	Microspheres	Registered	1730914	10 NOV 02
Polyacram	USA	PVDF hybridization membranes	Registered	1801434	26 OCT 83
RAMPS	USA	Multiple peptide synthesis system	Registered	1483225	05 APR 08
RAPIDAMIDE	USA	Synthetic kits for peptide chemistry	Registered	1316381	01 NOV 08
REFLECTION	Canada	Autoradiography film	Pending	776911	
REFLECTION	USA	Autoradiography film	Pending	74/891769	
Rennascence	Canada	Non-rat reagents and kits	Pending	777341	
Rennascence	USA	Non-rat reagents and kits	Registered	1846190	06 DEC 04
RIANEN	Japan	Diagnostic reagents	Registered	1928766	28 OCT 96

FLASHPLATE is a registered trademark of the Packard Instrument Co. (USA serial no. 08/342,440) which has been exclusively licensed to the NEN Business.

08/14/96

27

NEN COMMON LAW TRADEMARKS

The following NEN product names are considered COMMON LAW trademarks and have no official registration:

ABSOLVE

COUNT OFF

ENLIGHTENING

NEN_{orb}

NEN_{ure}

NITROSCREEN

RANDOMER

RT-DETECT

SEQUETIDE

SURE-VUE

ULTEMIT

08/14/96

28

ATTACHMENT A

To the extent Seller possesses trademarks rights in the names listed below and not previously listed above on Attachment A, Seller transfers such rights, if any, to Buyer.

<u>NAME</u>	<u>PRODUCT</u>
Absolve	Radioactivity Decontaminant
Colony/Plaque Screen	Transfer Membrane
Count Off	Radioactivity Decontaminant
Enlightening	Fluorography Reagent
GeneScreen	Transfer Membrane
NEN-Phage	P1 Phage-based Packaging System
NEN-Trac	Line of Radioactive Microspheres
NENsorb	Purification Resin/Columns
NENsure	Packaging System
NitroScreen	Transfer Membrane
Randomer	S35 Labeled Mixture of Random Oligonucleotides
RT-Detect	HIV Assay
Sequetide	Formulation of S35 Nucleotide
Sure-Vue	Microplate Visualization Device
TSA	CARD Signal Amplification Technology Products
ULTEMIT	Autoradiography Pen

254056

**ATTACHMENT B
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NENQ LIFE SCIENCE PRODUCTS BUSINESS**

**LICENSES
ASSIGNED LICENSES IN**

LICENSOR NAME/INSTITUTE	EFFECT. DATE	LICENSE/TITLE (DESCRIPTION)	TERMS
B-1 American Hospital Supply Corporation	10/11/84	CAMP RIA, Limited EXCLUSIVE license to make and sell	E
B-1A Amersham International, plc	03/11/96	License under European Pat. No. 0,594,837, U.S. Pat. No. 5,494,654 and counterparts	NE
B-2 Applied Biosystems, Inc.	12/31/91	Nonexclusive worldwide sublicense under CalTech2 Patent	NE
B-4 Astra-Läkemedel AB	05/24/84	Nonexclusive, 3H JPPF	NE
B-6 Beckman Instruments, Inc.	05/28/79	IL-2 Antigen Immunoassay	E
B-7 BETH ISRAEL	05/01/89	P24 Binding Capacity Assay	NE
B-8 Biogen	01/18/88	Recombinant materials IL-1a and IFN gamma-unlabel	NE
B-9 Boston University	05/13/91	Acquire cell line TR ET 8.1 for use in research requests	NE
B-10 Brandeis University	05/18/89	Hydrophobic Membrane	E
B-11 British Technology Group Limited	10/01/92	Nonexclusive license to method or process	NE
B-12 Cambridge Neurosciences Research	03/09/88	Exclusive sublicense to 1,3-di (2 tolyl) Guanidine, dty	E
B-13 Cellular Products, Inc.	06/16/94	Monoclonal antibodies to HIV-1 p24 antigen. Worldwide, fully paid-up royalty free license with right to sublicense	E
B-14 Ciba-Geigy	01/01/91	Exclusive license, mgt. precursors. Products exclusive to them for 6 months.	E
B-15 Dana Farber Cancer Institute	05/06/86	Cytotoxic antibodies	E
B-16 Dana Farber Cancer Institute	05/05/91	License Modifying for anti-Keratin of original agreement of 05/06/86	E
B-17 Dartmouth College	06/07/83	TCGF, nonexclusive to make, sell, etc. labeled product, product kit	NE
B-18 Eli Lilly & Company	05/01/93	Nboxetine	NE
B-19 Fujisawa Pharmaceutical Co. LTD	12/03/93	3H labeled dihydro product from FK506	E
B-20 Garching Instruments	12/14/84	Thiophosphates and deoxy's labeled with 33S	NE
B-21 Genetics Institute	08/13/87	125I-GM-CSF	NE
B-22 Genzyme	12/15/92	IL-1 Receptor, nonexclusive	NE
B-23 GLAXO	10/16/92	3H-5-CARBOXAMIDOTRYPTAMINE AH21467	NE
B-24 GLAXO	04/12/89	GR 65630	NE

E = Exclusive, N = Non-exclusive

03/10/97

B1 of 9

30

B-25	Harvard University	03/23/89	License for EVALUATION PURPOSES only to HIV prognostic proteins	E
B-27	Dr. Richard Hochberg Dr. William Rosner	05/21/79	125I-Estradiol	E
B-28	Immunodiagnosics Products, Inc.	05/21/79	Oncosins	
B-29	Imperial Cancer Research Tech. LTD	10/21/92	PCNA-related products	N/A
B-30	Indiana University Foundation	05/25/91	WW exclusive license with right to sublicense technology and cell-lines producing <i>Legionella pneumophila</i>	E
B-31	International Bio-Chemical, Inc. Assigned from Dr. Kwok-Wai Lam	01/20/86	PAP RIA	E
B-32	Institute for Drug Research, Hungary	10/29/93	GYKI-52466	E
B-33	Institute of Molecular Biology, Inc., formerly PDGF, Inc.	12/05/89	Exclusive license, 125I PDGF, Factor 2	E
B-34	Kieff, Elliott Brigham & Women's Hospital	09/20/90	Recombinant-based EBV ELISA	E
B-35	Knoll AG	01/11/88	3H D600	E
B-36	Laboratoires d'Etudes et de Recherches	01/11/88	Zolpidem, exclusive license	E
B-37	Lillemor	06/24/94	N-Arachidonyl Dipalmitylphosphatidylethanol-amine	E
B-38	Lundbeck (EL) A/S	08/21/79	3H Clitalpram	E
B-39	Massachusetts General Hospital	08/01/93	Method for detecting antigenic nucleic acid-containing macromolecular entities	E
B-40	MLT.	12/07/85	Radio-labeled Lipoproteins and polypeptide constituents and methods of employing them for vascular-disease	E
B-41	NEORX	09/18/93	Co-License 125I PIB/PEM	NE
B-41A	NEORX	1/96	Renewal of Co-License 125I PIB/PEM	NE
B-42	NEORX	09/13/91	Material Transfer, PIB	NE
B-44	NIH	01/10/95	Nonexclusive license to Epibatidine and derivatives	NE
B-45	NIH	01/21/94	A2 Adenosine Receptor Agonists, nonexclusive license	NE
B-48	NTIS	07/10/89	Exclusive license to G Protein Antibodies 5 years, then converting to nonexclusive	E/NE
B-49	NTIS Transferred to OTT, NIH	12/16/86	Biologically Active Xanthine Derivatives for radioligands to adenosine receptor	E
B-50	NTIS Transferred to OTT, NIH	07/15/85	Silver stains for Protein Gels	
B-51	Orion	01/02/85	Nucleic Acid Sandwich Hybridization Technique-Exclusive WW limited field use	
B-52	Parkard Instrument Company, Inc.	10/04/94	Exclusive WW license to FlashPlate technology	E

E = Exclusive, N = Non-exclusive

03/10/97

B2 of 9

31

B-53 Pharmacia AB	09/07/88	Immobilized Protein A for purification of IgG	NE
B-54 Pearson, Gary Georgetown University	10/27/89	Recombinant-based EBV ELISA	E
B-55 Pereira, Lázaro, originally California Public Health Foundation	01/24/85	HerpCheck, use of monoclonal antibodies. Also Collaborative Agreement	E
B-56 Regeneron	05/24/94	BDNF (Neurotrophic Factor)	
B-57 Research Triangle Institute	12/03/93	125I-RTT-121	
B-58 Rhone-Poulenc Rorer SA, France	06/24/94	RP67520	NE
B-59 Roussel UCLAF	07/31/85	RS135	E
B-60 Roussel UCLAF	03/27/86	RU27957	E
B-61 Roussel UCLAF	06/24/81	Exclusive WW license to R5020, R2152, R188, related intermediates, Rn-labeled compounds, and antibodies	E
B-62 Roussel UCLAF	08/15/86	RU 28 363	E
B-63 SanoG		SR95331	NE
B-64 SanoG	07/20/88	SR96859	E
B-65 SanoG Recherche	08/23/93	SR48960	NE
B-66 SanoG Recherche	10/31/94	Non-Exclusive, SR 140333	NE
B-68 Schering Aktiengesellschaft	10/23/91	(2)-17 β -hydroxy-17 α -(2-[125I]- iodovinyl)-4-estren-3-one and cold, EXCLUSIVE Identified also as 125I-SH-D510	E
B-70 Schering-Plough	07/14/94	125I-hIL-10	NE
B-71 Schering-Plough	05/17/93, replaced 07/15/94	125I-hIL-4	NE
B-72 Sileas Laboratoires Pty. LTD ICI Australia Operations PTY, LTD.	03/07/89	Exclusive License to PAF RIA	E
B-73 SankiKline Instruments	07/01/87	p24 Antigen Test, as relates to biotin- avidin technology	E
B-74 Squibb Institute	09/26/88	Nonexclusive, WW license to make, use and sell JH SQ29,548	NE
B-75 Sunitone	02/09/88	Iodosipropitidol	NE
B-77 Syntex	08/15/94	4-amine-6-chloro-2-methoxybenzoic acid compounds	E
B-78 Synthelabo Recherche, France	03/19/94	JH-Useprodil	E
B-80 Syva Company	08/18/89	Products using Xanthene dyes	NE
B-81 Taiyo Fibery Co., LTD, Tokyo	01/26/93	Oxadolic Acid	
B-82 Takasaki, Dr. Yoshinari Juntendo University	07/23/92	Biological materials in the field of monoclonal antibodies which react with proliferating cell nuclear antigen-TOB7	E
B-83 Teoets Neumann	06/05/87	Exclusive license to CFP	E
B-86 University of Alabama, Birmingham	09/12/84	Batrachotoxins-A	E

E = Exclusive, N = Non-exclusive

03/10/97

B3 of 9

32

B-87	University of California, Oakland	03/31/93	Exclusive license to 3H-propyl-2,6,7-trioxabicyclo-octane and 1-(4-ethynylphenyl)-4-propyl-2,6,7-trioxabicyclo-	E
B-88	University of Chicago	11/10/88	Non-exclusive license to Epstein Barr peptide antigen	NE
B-89	University of Maryland Baltimore		Oxibutin	E
B-90	University of Michigan	11/02/87	125I Clonidine Derivatives	
B-91	University of Pennsylvania	02/21/95	Non-exclusive WW license to 7-OH-PIPAT and derivatives	NE
B-92	Washington University	01/08/87	License to make, use, sell monoclonal Abs made from AA4, CD35 GF1 cell lines	NE
B-93	Tale Research Foundation of State of NY, St. Lukes Roosevelt Hospital	12/17/86	Iodo Vinyl nor testosterone	E
B-94	Yamanouchi Pharmaceutical Co.	09/29/94	YM-617	NE
B-95	Yamanouchi Pharmaceutical Co.	11/05/84	Non-exclusive, YBL-09151-3	NE
B-106	Capitlan		Agreement to provide laboratory services	
B-107	Hoffman-LaRoche, Inc.	09/18/85	Non-exclusive license of U.S. Pat. No. 4,094,237 and related subject matter (beta-endorphin)	NE
B-108	Janssen Pharmaceutica	02/23/87	Non-exclusive license of U.S. Pat. Nos. 3,988,834 and 4,335,137 tritiated inbred and tritiated ketanorols	NE
B-109	Merrill Dow and Merrill Dow France	12/04/84	License to make, use and sell tritiated Vinyl GABA or tritiated DFMO in research quantities	Licensing from int
B-110	MTIS	01/01/82	Non-exclusive license of U.S. Pat. No. 4,296,206 pertaining to Irreversible Anti-Glucocorticoids	NE
B-111	University of Pennsylvania	03/15/96	Non-exclusive license of Penn patents for research purposes radiolabeled MPP1/MPPF	NE
B-112	ElI Lilly	02/01/91	License to make, use and sell LY186126	E
B-114	ElI Lilly	09/21/87	License of radioenzymatic assays	Sole
B-116	Research Corporation Ltd. (now 3i Research Exploitation Ltd.)	07/18/88	License of "Pottery/Gigg inventions," inositol derivatives	NE
B-118	Promega	08/28/89	License of U.S. Pat. No. 4,766,072	NE
B-119	Marck	10/27/93	License of patent rights related to radiolabeling for research purposes, I-125 L-703,606	NE
B-120	Marck	10/27/93	License of patent rights related to radiolabeling for research purposes, I-125 L-692,864	NE
B-122	Dr. Carol Toth, New England Deaconess Hospital	03/15/89	License to use certain cell lines that are subject matter of patent applications for research purposes only	NE
B-123	Geneseech	11/07/89	License of patents related to recombinant DNA technology	NE

E = Exclusive, N = Non-exclusive

03/10/97

B4 of 9

33

B-124	Brockhaven National Lab. material transfer agreement	03/25/85	Agreement setting forth conditions to receipt of certain plasmids	
B-125	Cambridge Biotech, Revision of First Master Contract Amendment	04/25/92	Agreement setting forth conditions to receipt of certain material	
B-126	Dr. Hector DeLuca	08/29/95	Consultantship agreement concerning the provision of precursor	
B-128	Boehringer Ingelheim International GmbH	10/12/88	License to make, use and sell WEB 2086 labeled compound for testing purposes B72.3	E
B-129	NTIS	02/01/86	License relating to monoclonal antibodies	NE
B-130	Worcester Foundation	07/12/86	License to sell glutinase (same) mice	NE
B-131	University of Texas	08/01/95	System G-Protein license agreement (license to sell products made using G-Protein technology)	NE
B-132	Research Triangle Institute	07/30/91	125I-RTI-35 License granting right to use certain precursor to make certain compound	NE
B-133	Fred Hutchinson Cancer Research Center	04/01/88	Agreement setting forth conditions to receipt of certain material	
B-134	Merck	08/05/87	Tritiated 1,4,6-IP3 License of patents rights related to radiolabeling for research purposes	NE
B-135	Merck	08/30/82	Tritiated MK-212 License of patent rights related radiolabeling for research purposes	NE
B-136	Rhone-Poulenc Sante	01/28/85	57778 RP Agreement setting forth conditions to receipt of certain material	E
B-137	NIR	03/06/96	A3 Adenosine Receptor Agonists and Antagonists. Non-exclusive license of biomedical patents	NE
B-138	Wisconsin Alumni Research Fund (WARF)	01/10/73	License of patents concerning intermediates and compounds	NE
B-139	Cambridge Neuroscience Research, Inc.	03/09/88	Tritiated 1,3-d(2-methyl)-guanidine. Sub-license of rights under U.S. Pat. No. 4,709,894	E
B-140	SmithKline Instruments, Inc.	11/01/87	EIA test for HSV utilizing biotin-avidin. Sub-license of rights under U.S. Pat. No. 4,328,337	NE
B-141	Backman Instruments, Inc.	05/25/89	Immunoassay for IL-2. Sub-license of rights under U.S. Pat. No. 4,328,337	NE
B-142	Upjohn	04/03/86	U-63649 License of patents and information concerning U-64567 and U-63649	E
B-143	Upjohn	10/03/83	Tritiated dexamethol. License of patents and information concerning radiolabeling	E
B-144	Burroughs Wellcome	09/04/84	Agreement setting forth conditions to receipt of radiolabeled acyclovir	

E = Exclusive, N = Non-exclusive

03/10/97

B5 of 9

34

B-143 Bristol-Meyers	09/09/83	Radiolabeled tetrahydrozoline. License of patent and information concerning radiolabeling	E
B-146 University of Minnesota	05/07/91	Agreement setting forth conditions to receipt of cyclic ADP ribose	E
B-147 Merck	01/22/83	Trivalent L44,717	
B-148 Organix	07/19/93	License of future patent rights and right to commercialize trivalent analog	
B-150 Massachusetts General Hospital	01/07/87	Agreement setting forth conditions to receipt of cells for producing antibodies	
B-152 Monsanto	07/06/92	Agreement concerning the provision of technical services	
B-153 University of Minnesota	08/19/96	Non-exclusive license concerning sultrinole	NE
B-154 Stanford Junior University, Board of Trustees of the Leland	12/02/80	License relating to Basic Genetic products under patent US 4,237,224 and patent pending application serial no. 939288	NE
B-155 Merck Sharp & Dohme Limited (MSD)	07/03/96	Non-exclusive license under U.S. Patent 5,231,102	NE

E = Exclusive, N = Non-exclusive

03/10/97

B6 of 9

35

**ATTACHMENT B
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN@ LIFE SCIENCE PRODUCTS BUSINESS**

**LICENSES
ASSIGNED LICENSES OUT**

LICENSEE NAME/INSTITUTE	EFFECT. DATE	EXPIRY DATE	CAPSULE SUMMARY
B-3 Applied Biocystems, Inc.			CalTech 3 Patents. Reciprocal arrangements
B-96 Dako Corporation	05/26/94	Expiration of last patent	Non-exclusive license to CARD, limited field of use
B-97 Bio-Art Products	12/04/89	Expiration of last patent	Non-exclusive license to Autoradiography Marker
B-98 International Biotechnologies (Eastman Kodak)	12/17/90	Expiration of last patent	Non-exclusive license to Autoradiography Marker
B-99 Calbiochem-Novasbiochem Corp.	05/14/93	12/31/93 Extended	Sublicense to G-Protein to make, use and sell
B-100 Bimax, Inc.	03/01/91	Life of Product	Sublicense of exclusive license from Indiana University pertaining to Legionella assay with royalties for life of product, associated with Purchase and Sale Agreement of Legionella RIA kit to Bimax
B-105 Med-Physics	07/20/83	Expiration of last patent	Non-exclusive license of U.S. Pat. No. 4,465,676 and related subject matter
B-113 Electron Energy Co.	05/06/85	Expiration of last patent	License of permanent magnet quadrupole systems
B-117 DMPC PI agreement	09/14/95	None	License of PI Libraries for research purposes
B-154 Ciba Corporation	10/18/96	Expiration of last patent	License Patents Herpes Dot Assay

E = Exclusive, N = Non-exclusive

03/10/97

B7 of 9

36

**ATTACHMENT B
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN@ LIFE SCIENCE PRODUCTS BUSINESS**

**LICENSES
INTERFERENCE SETTLEMENT LICENSES**

PARTIES	SUBJECT MATTER	RIGHTS
B-101 E-Y Laboratories/DuPont	An assay device for immunoassay	Royalty-free license with right to sublicense affiliates
B-102 PHS/DuPont- March/DuPont	Regions of HIV envelope protein	<ul style="list-style-type: none"> • If DMPC/DuPont have priority, DMPC/DuPont will retain a non-exclusive right to make, have made, use, offer to sell, sell and import under such patent issued to DMPC/DuPont. • If PHS has priority, DMPC/DuPont will have a non-exclusive, royalty free, paid-up license under any US patent issuing which contains a claim corresponding to the court of interference.
B-103 NIH/Inraconat Patent/DuPont/ Centocor	<ul style="list-style-type: none"> • Test kits for antibodies to HIV-1 • Method for testing for AIDS viral envelope protein • Molecular clones for the HIV-1 genome 	Worldwide non-exclusive royalty free license under Allison Patent Rights with right to sublicense affiliates. Also, DuPont entered into a separate side agreement with the NIH under which DuPont relinquished all rights to further sublicense the Chang technology in exchange for additional rights in the HIV arm which expanded coverage gained under the basic Gallo/Mortgage patents licensed by DuPont and DHHS in 1984. DuPont will also receive from DHHS % of royalties received after May 28, 2002 from DHHS license of Chang.
B-104 NIH/DuPont (builds on license 6/84 from NTIS to DuPont and Biotech Research Laboratories, Inc.	Patent Rights Agreement	

E = Exclusive, N = Non-exclusive

03/10/97

B8 of 9

37

E-115 ABI and Vega Technologies	"Reagent Patents" and Process and "Apparatus Patents"	Non-exclusive, non-transferable worldwide sublicense under the patents to make, have made, use, lease and sell certain products
---------------------------------	---	---

E = Exclusive, N = Non-exclusive

03/10/97

B9 of 9

38

**ATTACHMENT C
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN® LIFE SCIENCE PRODUCTS BUSINESS**

**PATENTS
EXCLUSIVE LICENSE TO BUYER**

NOTE:

The following Patents were previously licensed:

BT-0010
BT-0010-A
MD-0103
MD-1500
MD-1500-A
MD-1500-B
MD-1500-C
MD-1500-D
MD-1500-E
MD-1500-F
MD-1500-G
MD-1500-H
MD-1500-I
MD-1500-J
MD-3101
MD-3101-A
MD-5100
MD-5100-A
MD-5300

03/18/97

39

EXCLUSIVE LICENSE TO SUEVER

44

DOC# 1	TITLE	CTRY 3	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	GRANT DATE	EXPIRY DATE
NO 15000	ADAPTIVE DISPLAY SYSTEMS	USA F	UNKN	03-24-93			00-00
NO 15001	ADAPTIVE DISPLAY SYSTEMS	USA F	07/992702	12-31-92	5379177	12-20-94	12-11
NO 15002	ADAPTIVE DISPLAY SYSTEMS	USA F	UNKN	01-24-93			00-00
NO 15003	ADAPTIVE DISPLAY SYSTEMS	BELG F	UNKN	01-24-93			00-00
NO 15004	ADAPTIVE DISPLAY SYSTEMS	CANA F	2109820	01-24-93			00-00
NO 15005	ADAPTIVE DISPLAY SYSTEMS	DEIN F	UNKN	03-24-93			00-00
NO 15006	ADAPTIVE DISPLAY SYSTEMS	FRAN F	93912074, 7	03-24-93			00-00
NO 15007	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15008	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15009	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15010	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15011	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15012	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15013	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15014	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15015	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15016	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15017	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15018	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15019	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15020	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15021	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15022	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15023	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15024	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15025	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15026	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15027	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15028	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15029	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15030	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15031	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15032	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15033	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15034	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15035	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15036	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15037	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15038	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15039	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15040	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15041	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15042	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15043	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15044	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15045	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15046	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15047	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15048	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15049	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00
NO 15050	ADAPTIVE DISPLAY SYSTEMS	GER F	UNKN	03-24-93			00-00

**ATTACHMENT D
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN@ LIFE SCIENCE PRODUCTS BUSINESS**

**PATENTS
NON-EXCLUSIVE LICENSE TO BUYER**

** With respect to CR-8836, F. Hoffman-LaRoche Ltd. ("Roche") has taken the position that DuPont's U. S. Patent 5,126,239 (the "RAPD" patent) is dominated by one or more patents owned by Roche. DuPont has limited rights under the Roche patent(s) to practice RAPD, which rights DuPont will extend to Buyer. These rights to practice RAPD include the right to sell research kits to the research community with certain provisos, but include no rights to perform or offer commercial services.

03/20/97

47

**ATTACHMENT E - PART E1
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN© LIFE SCIENCE PRODUCTS BUSINESS**

**PATENTS
GRANT BACK LICENSES**

For the Patents in Attachment E, Part E1, the license is exclusive in all fields except the Business and includes the right to grant sublicenses of no greater scope than the rights granted hereunder.

03/10/97

52

MAR 20, 1997

ATTACHMENT C - PART E1
GRANT BACK LICENSE

PAGE 1

53

DECRET NON	TITRE	CTRY 3	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	GRANT DATE	CTRY DATE
NR 0104	USE OF ANTI-IDIOTYPE ANTIBODIES IN IMMUNISAYS	USA	0	477611 03-22-83	4536879	08-20-85	03-03

**ATTACHMENT E - PART E2
INTELLECTUAL PROPERTY RIGHTS AGREEMENT
NEN@ LIFE SCIENCE PRODUCTS BUSINESS**

**PATENTS
GRANT BACK LICENSES**

For the Patents in Attachment E, Part 2, the license is non-exclusive in all fields except the Business and does not include the right to grant sublicenses.

03/10/97

54

ATTACHMENT E - PART E2
GRANT BACK LICENSES

PAGE 4

58

BOCKET NO	TITLE	CTRY	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	GRANT DATE	EXPIRY DATE
NO 0273A NO 0260 NO 0273	DETECTION OF REVERSE TRANSCRIPTASE BY DNA HYBRIDIZ W/A SEQUENCES AND METHOD FOR SYNTHESIZING SULFOINOSYVA W/A NOVEL PEROXIDASE SUBSTRATES AND THEIR USE IN CATAL ORA F	F F F	02/P13121 00/607053 VAKW 03-10-97	07-10-92 07-26-96			00-00 00-00 00-00

ATTACHMENT E - PART E3
GRANT BACK LICENSES

62

SOCIETY NO.	TITLE	CITY S F	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	GRANT DATE	EXPIRY DATE
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	DOHA Q	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	TRADE Q	92919829.6	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	GENA Q	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	GENA Q	6980998.2	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	GENA Q	950450169	07-10-92	1010170	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	JAPA F	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	LYNE Q	93/308285	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	AMMA F	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	NETIN Q	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	SPAL Q	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	STRE Q	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	SWIT B	UNIQ 07-10-92	07-10-92	0501709	11-08-95	07-12
UN 0296	CHROMOGENIC SUBSTRATES FOR IMPROVING DETECTION IN	USA Q	07/729379	07-12-91	9280017	08-24-91	07-11
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	DELA F	UNIQ 10-22-91	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	CHIA F	2146330	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	ETD F	9392240N.1	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	FRAN F	UNIQ 10-22-91	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	GENA F	UNIQ 10-22-91	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	GENA F	UNIQ 10-22-91	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	GENA F	UNIQ 10-22-91	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	JAPA F	90/51114	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	SWIT F	UNIQ 10-22-91	10-22-91			08-00
UN 0262	METHOD FOR DETERMINING TOTAL ANALYTE CONCENTRATIONS	USA F	07/968098	10-29-92	9301479	02-21-95	10-12

- ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Borrower Collateral Agreement dated as of June 30, 1997 (the "Agreement"), made by the Borrower for the benefit of Credit Suisse First Boston, as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 4.7(a) of the Agreement.
3. The terms of Sections 5.3(a) and 5.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.3(a) or 5.7 of the Agreement.

[NAME OF ISSUER]

By _____

Title _____

Address for Notices:

Fax: _____