

09-22-1999



101151822

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

SEP 15

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year

☐ Merger

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

6 29 99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization

09/22/1999 DNGUYEN 00000047 1393844

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
650.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001961 FRAME: 0703

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

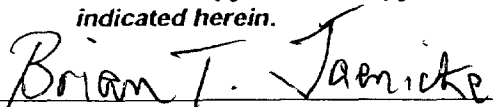
☒

No

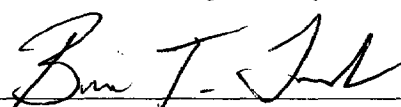
☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.



Name of Person Signing



Signature



Date Signed

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐
- ☒ Corporation ☐ Association
- ☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

- ☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001961 FRAME: 0705

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.


Name of Person Signing


Signature


Date Signed

Registered Trademarks (Syva Company)

Trademark Name	Reg. Number	Reg. Date
ACCULEVEL	1,393,844	20-May-1986
ACCULEVEL FANCIFUL	1,425,387	07-Apr-1987
ADVANCE	1,212,244	12-Oct-1982
D.A.U.	1,965,374	02-Apr-1996
D.A.U.	1,965,491	02-Apr-1996
EMIT	957,376	17-Apr-1973
EMIT	963,319	10-Jul-1973
ETS	1,521,653	24-Jan-1989
LIPLEX	1,099,927	22-Aug-1978
MICROTRAK	1,281,984	19-Jun-1984
MICROTRAK	1,854,426	20-Sep-1994
QST	1,413,871	21-Oct-1986
QST	1,410,303	23-Sep-1986
SYVA	929,247	15-Feb-1972
SYVA	1,761,310	30-Mar-1993
SYVA	927,602	25-Jan-1972
SYVA	1,548,087	185-Jul-1989
SYVA	1,836,538	17-May-1994
SYVA and Design	1,909,771	08-Aug-1995
SYVA and Design	1,765,835	20-Apr-1993
SYVA and Design	1,864,604	29-Nov-1994
SYVA and Design	1,839,210	14-Jun-1994
SYVA and Design	1,820,899	15-Feb-1994

SCHEDULE A

SYVA EDMS	1,704,137	28-Jul-1992
SYVA MICROTOPICS	1,736,508	01-Dec-1992
SYVA MONITOR	1,780,209	06-Jul-1993
VISTA	1,536,203	25-Apr-1989

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dade Behring Inc., a Delaware corporation with principal offices at 1717 Deerfield Road, Deerfield, Illinois, 60015, Dade Microscan Inc., a Delaware corporation with principal offices at 1584 Enterprise Boulevard, West Sacramento, California, 95691, and Syva Company, a Delaware corporation with principal offices at 3403 Yerba Buena Road, San Jose, California, 95135 (each a "Grantor" and collectively the "Grantors") hereby assign and grant to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantors' respective right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth under the name of the appropriate Grantor on Schedule A attached hereto, (ii) all of the Grantors' respective rights, title and interest in and to the United States patents (the "Patents") set forth under the name of the appropriate Grantor on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.


THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of each of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of June 29, 1999 (as amended, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the

appropriate Grantor an instrument in writing releasing the security interest in that Grantor's Marks and Patents acquired under this Agreement.


This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 29th day of June, 1999.


DADE BEHRING INC.,
as Grantor

By: 
Name: Nancy Krejsa
Title: V.P. Treasurer

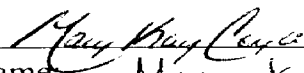
DADE MICROSCAN INC.,
as Grantor

By: 
Name: Nancy Krejsa
Title: Treasurer

SYVA COMPANY,
as Grantor

By: 
Name: Nancy Krejsa
Title: Treasurer

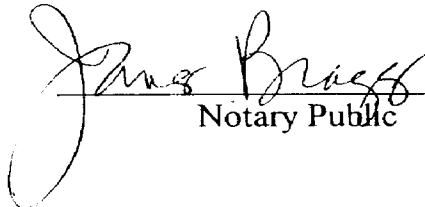
BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: 
Name: Mary Kay Coyle
Title: Mng. Director

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Nancy Kressin who, being by me duly sworn, did state as follows: that [s]he is V.P. & Treasurer of Dade Behring Inc., that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

JAMES BRAGG
 Notary Public, State of New York
 No. 01BR6005423
 Qualified in New York County
 Commission Expires April 13, 2000


 Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Nancy Krjss who, being by me duly sworn, did state as follows: that [s]he is Treasurer of Dade Microscan Inc., that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Nancy Krejsa who,
being by me duly sworn, did state as follows: that [s]he is Manager of Syva Company,
that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that
[s]he did so by authority of the Board of Directors of said corporation.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Mary Kay Boyle
who, being by me duly sworn, did state as follows: that [s]he is Mng. Director of Bankers
Trust Company, that [s]he is authorized to execute the foregoing Agreement on behalf of said
corporation and that [s]he did so by authority of the Board of Directors of said corporation.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public