

10-12-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10-7-99

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 ACCUMED INTERNATIONAL, INC

Execution Date
Month Day Year
01/29/1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name TREK DIAGNOSTIC SYSTEMS, INC.

DBA/AKA/TA FORMERLY KNOWN AS AMI ACQUISITION CORP.

Composed of

Address (line 1) 29299 CLEMENS ROAD

Address (line 2) SUITE 1K

Address (line 3) WESTLAKE

OHIO

44145

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association

- Corporation Association

Other

Citizenship/State of Incorporation/Organization OHIO

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.)

10/08/1999 DNGUYEN 00000308 74706367

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 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: 001972 FRAME: 0600

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)

<input type="text" value="74/706,367"/>	<input type="text" value="75/331,048"/>	<input type="text" value="75/468,333"/>
<input type="text" value="75/486,220"/>	<input type="text" value="75/492,987"/>	<input type="text" value="75/498,413"/>
<input type="text" value="75/508,228"/>	<input type="text" value="75/508,699"/>	<input type="text"/>

<input type="text" value="1,794,214"/>	<input type="text" value="1,794,215"/>	<input type="text" value="1,808,411"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

JACQUELINE M. O'BRIEN

Jacqueline M. O'Brien

OCTOBER 5, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

Trademark Assignment, dated as of January 14, 1999, by AccuMed International, Inc., a Delaware corporation ("Assignor"), for Trek Diagnostic Systems, Inc., a Delaware corporation (formerly known as AMI Acquisition Corp.) ("Assignee").

RECITALS:

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

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

AGREEMENT:

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

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

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


ACCUMED INTERNATIONAL, INC.

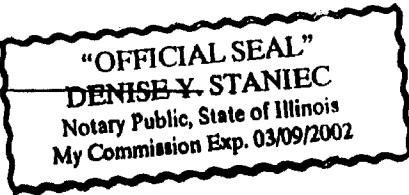
By: _____



Name: Paul Lavallee
Title: Chairman, President and
Chief Executive Officer

Subscribed before me this 29th day of
January, 1999



Notary Public

ASSET PURCHASE AGREEMENT

By and Between

ACCUMED INTERNATIONAL, INC.

and

AMI ACQUISITION CORP.

Dated as of November 20, 1998

Schedule 5.1 (p) - Intellectual Property

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>
o <u>Approved Patents</u>		
Detecting Microbiological Growth	U.S.A.	5,232,839
Culture bottle	U.S.A.	5,672,484
alamarBlue	U.S.A.	5,501,958
Dispenser	U.S.A.	4,364,718
Fluorescent detection	U.S.A.	4,798,788
Dry Panel	U.S.A.	4,935,347
Fluorogenic reagent	U.S.A.	5,064,756
Fluorogenic reagent	U.S.A.	5,079,144
Therapeutic drug testing	UK	UK 0171168
Radiometer (renewed)	UK	2128204
Radiometer (renewed)		91837EP
Culture bottle	U.S.A.	5,852,143
Culture bottle	U.S.A.	5,807,880
Culture bottle	U.S.A.	5,580,786
Culture bottle	U.S.A.	5,573,951
o <u>Patent Applications</u>		
Machine readable code	U.S.A.	08/584,287
Machine readable code	UK	951503-A
Plate design	Japan	JP 507198-DES
LAL pH control		EP 89311875.2
Apparatus & Methods for Antimicrobial Susceptibility (alamarBlue)	Germany, France, Italy, UK, Spain	EP 0 454 784 DT 690228602.2
	Canada	SP 2089009 2E+06
	Japan	JP 503076/90
Detecting Microbiological Growth	France, Italy, Germany Spain, UK	EP 92/203183.6
Microbiological Culture Bottle, and Method of Making and Using Same	U.S.A.	8/576,050
Microbiological Culture Bottle, and Method of Making and Using Same	France, Italy, Germany Spain, UK	EPC95909409.5
Microbiological Culture Bottle, and Method of Making and Using Same	Canada	2,182,511
Microbiological Culture Bottle, and Method of Making and Using Same	Japan	7-520,698
EP 90902964.7		
EP and UK and France 0592728		

Schedule 5.1 (p) - Intellectual Property (continued)

EP 83302129.8

EP 8333028.2

France, Germany, Italy and Spain for 870,792

Growth Detector	Germany	5922 0940.2-08
Apparatus & Methods for	PCT	
Anti Microbial Suseptibility		US90/00149
Microbiological Culture Bottle	PCT	US95/01289
	Spain	208084

Schedule 5.1 (p) - Intellectual Property (Continued)

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

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

o Registered Trademarks (Sensitre product line):

Autoreader
Autoimmoculator

o Copyrights

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

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

o Trademarks - AccuMed UK

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

Schedule 5.1 (p) - Intellectual Property (continued)

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

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

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

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

o Exceptions as to Notice of Conflict

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

FIRST SCHEDULE

Country	No.	Class	Mark	Proprietor
Canada	250660	5,9	Sensititre Logo	Gibco Limited
Italy	355992	1,5,9	Sensititre Logo	UAG International Limited
Denmark	2639/1978	1,5	Sensititre Logo	Gibco Limited
Spain	896484	9	Sensititre Logo	Gibco Limited
Sweden	169231	1,5,9	Sensititre Logo	Gibco Limited
Switzerland	293433	1,5,9	Sensititre Logo	Gibco Limited
Australia	4315999	1	Sensititre Logo	Gibco Limited
Spain	896482	1	Sensititre	Gibco Limited
Spain	896483	5	Sensititre	Gibco Limited
Poland	75/1961	5	Sensititre	Gibco Limited
Tanzania	75/1961	5	Sensititre	Gibco Limited
Yugoslavia	75/1961	5	Sensititre	Gibco Limited
Poland	75/1962	9	Sensititre	Gibco Limited

Country	No.	Class	Mark	Proprietor
Tanzania	75/1942	9	Sensitive	Gibco Limited
Tanzania	75/1942	9	Sensitive	Gibco Limited
Senegal	232399	5,9	Sensitive	Gibco Limited
Finland	74337	5,9	Sensitive	Gibco Limited
Finland	80126	1	Sensitive	Gibco Limited
France	927857	5,9	Sensitive	Gibco Limited
France	1118654	1	Sensitive	Gibco Limited
U. Germany	981467	5,9	Sensitive	Gibco Limited
U. Germany	999765	1,5	Sensitive	Gibco Limited
Ireland	87064	5	Sensitive	UAC International Limited
Ireland	87065	9	Sensitive	UAC International Limited
Ireland	95232	1	Sensitive	UAC International Limited
Japan	1476114	1	Sensitive	Gibco Limited
Japan	1552277	10	Sensitive	Gibco Limited
Nigeria	25544	5	Sensitive	UAC International Limited
New Zealand	129263	1	Sensitive	Gibco Limited



Country	No.	Class	Mark	Proprietor
Australia	A302752	1	Sensitive	Gibco Limited
Norway	97216	5,9	Sensitive	Gibco Limited
Australia	A302754	9	Sensitive	Gibco Limited
Norway	106310	1	Sensitive	Gibco Limited
Austria	81007	5,9	Sensitive	Gibco Limited
Denmark	359891	1	Sensitive	Gibco Limited
Sierra Leone	10003	8	Sensitive	Gibco Limited
Brazil	810576864	05,50	Sensitive	Gibco Limited
Sierra Leone	10002	3	Sensitive	Gibco Limited
Brazil	810538628	9,15,9-80	Sensitive	Gibco Limited
South Africa	75/1941	5	Sensitive	Gibco Limited
Canada	240061	5,9	Sensitive	Gibco Limited
South Africa	75/1942	9	Sensitive	Gibco Limited
Canada	257292	1	Sensitive	Gibco Limited
South Africa	79/3496	1	Sensitive	Gibco Limited
Spain	787582	9	Sensitive	Gibco Limited
Italy	330235	1,5,9	Sensitive	Gibco Limited
Italy	318632	1,5,9	Sensitive	Gibco Limited

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Country	No.	Class	Mark	Proprietor
Australia	A302752	1	Sensitive	Gibco Limited
Norway	97216	5,9	Sensitive	Gibco Limited
Australia	A302754	9	Sensitive	Gibco Limited
Norway	106310	1	Sensitive	Gibco Limited
Austria	81007	5,9	Sensitive	Gibco Limited
Belgium	359891	1	Sensitive	Gibco Limited
Sierra Leone	10003	8	Sensitive	Gibco Limited
Brazil	810576864	05.50	Sensitive	Gibco Limited
Sierra Leone	10002	9	Sensitive	Gibco Limited
Brazil	810538628	9.15,9.80	Sensitive	Gibco Limited
South Africa	75/1541	5	Sensitive	Gibco Limited
Canada	240081	5,9	Sensitive	Gibco Limited
South Africa	75/1542	9	Sensitive	Gibco Limited
Canada	257292	1	Sensitive	Gibco Limited
South Africa	79/3496	1	Sensitive	Gibco Limited
Spain	787582	9	Sensitive	Gibco Limited
Italy	330235	1,5,9	Sensitive	Gibco Limited
Italy	318632	1,5,9	Sensitive	Gibco Limited

COUNTRY	No.	Class	Mark	Proprietor
Denmark	4968/1975	5,9	Sensitive	Gibco Limited
Spain	921133	1	Sensitive	Gibco Limited
Denmark	678/1980	1	Sensitive	Gibco Limited
Sweden	167029	5,9	Sensitive	Gibco Limited
Sweden	170047	1	Sensitive	Gibco Limited
Switzerland	301547	1,5,9	Sensitive	Gibco Limited
Switzerland	280052	1,5	Sensitive	UAC International Limited
Japan	1521781	1	Sensitive in Katakana	Gibco Limited
Japan	1679523	10	Sensitive in Katakana	Gibco Limited
Finland	81018	1,5,9	Sensitive Logo	Gibco Limited
France	1069476	1,5,9	Sensitive Logo	Gibco Limited
V. Germany	987735	1,5	Sensitive Logo	Gibco Limited
Ghana	21325	9	Sensitive Logo	Gibco Limited
Ghana	21149	1	Sensitive Logo	Gibco Limited
Ghana	21329	9	Sensitive Logo	Gibco Limited
Ireland	94350	1	Sensitive Logo	Blackfriars Chemicals Limited

Country	No.	Class	Mark	Proprietor
Ireland	94551	9	Sensitive Logo	Blackfriars Chemicals Limited
New Zealand	122831	9	Sensitive Logo	Gibco Limited
New Zealand	122842	1	Sensitive Logo	Gibco Limited
Australia	4315998	9	Sensitive Logo	Gibco Limited
Norway	103138	1,5	Sensitive Logo	Gibco Limited
Sierra Leone	10707	8	Sensitive Logo	Gibco Limited
Austria	88081	1,5,9	Sensitive Logo	Gibco Limited
Sierra Leone	10705	1	Sensitive Logo	Gibco Limited
Senegal	350313	1,5,9	Sensitive Logo	Gibco Limited
Sierra Leone	10706	3	Sensitive Logo	Gibco Limited
United Kingdom	1102193	1	Sensitive Logo	Gibco Limited
United Kingdom	1090777	5	Sensitive Logo	Gibco Limited
United Kingdom	1090993	9	Sensitive Logo	Gibco Limited
United Kingdom	1102192	1	Sensitive	Gibco Limited
United Kingdom	1042296	5	Sensitive	Gibco Limited
United Kingdom	1077389	9	Sensitive	Gibco Limited
United Kingdom	1042297	9	Sensitive	Gibco Limited
United States of America	1126962	1	Sensitive Logo	Gibco Limited

Country	No.	Class	Mark	Proprietor
United States of America	1113936	5,9	Sensititre	Gibco Limited
Nigeria	25544	5	Sensititre	UAC International Limited
<u>SECOND SCHEDULE</u>				
Greece	67273	9	Sensititre	UAC International Limited
Greece	69229	1	Sensititre	UAC International Limited
Nigeria	32478	1	Sensititre Logo	UAC International Limited
Nigeria	32479	9	Sensititre Logo	UAC International Limited
Nigeria	32482	5	Sensititre Logo	UAC International Limited
Nigeria		9	Sensititre	UAC International Limited

IN WITNESS WHEREOF the Assignor and the Assignee have caused their respective Common Seals to be hereunto affixed the day and year first hereunto written.

The Common Seal of GIBCO LIMITED
 affixed in the presence of:

.....
 Director

.....
 Secretary/Director