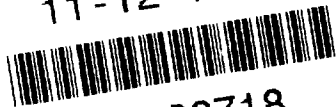


11-12-1999

TRADEMARK



101198718 COVER SHEET
TRADEMARKS ONLY

MMS 11/2/99

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address
City State/Country Zip Code

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

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.

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

11/09/1999 JSHABAZZ 00000020 060920 75721017

01 FC:481 40.00 CH
02 FC:482 50.00 CH

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address

Correspondent Name and Address

Area Code and Telephone Number

(212) 859-8000

Name

Pauline L. Wen, Esq. and Ira S. Sacks, Esq.

Address (line 1)

Fried, Frank, Harris, Shriver & Jacobson

Address (line 2)

One New York Plaza

Address (line 3)

New York, New York 10004, U.S.A.

Address (line 4)

Attorneys for Receiving Party Appaloosa Investment Limited Partnership I, L.P.

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

3

Trademark Application Number(s) or Registration Numbers(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)

75/721,017

75/501,452

Registration Number

1,776,391

2,136,255

2,033,996

2,136,254

2,025,696

Number of Properties

Enter the total number of properties involved:

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190

Method of PaymentEnclosed Deposit Account **Deposit Account**

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

Deposit Account Number:

06-0920

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.*

Pauline L. Wen, Esq.



November 2, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK COLLATERAL SECURITY AGREEMENT

WHEREAS, Bio-Plexus, Inc., an obligor under a note and security agreement, or its predecessors-in-interest (collectively, "Obligor") has adopted, intends to use, or has used and is using the trademarks and service marks listed on the annexed Appendix, which trademarks and service marks are registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof, or applications therefor have been filed (the "Trademarks");

WHEREAS, Obligor is obligated to Appaloosa Investment Limited Partnership I, L.P., a limited partnership organized under the laws of the State of Delaware (referred to herein as the "Holder") under a Secured Note (the "Note") between the Obligor and the Holder, and pursuant to which Obligor has entered into a Security Agreement dated the date hereof (the "Security Agreement") in favor of Holder; and

WHEREAS, pursuant to the Security Agreement, Obligor has granted to Holder a security interest in, and mortgage on, all right, title and interest of Obligor in and to the Trademarks, together with the goodwill of the business and the business or portion thereof to which each of the Trademarks and the applications and registrations thereof, relate and pertain and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Obligor does hereby further grant to Holder a security interest in, and mortgage on, the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations, including without limitation a grant to the Holder of the right to inspect the premises, goods, or services relating to each of the Trademarks.

Obligor does hereby further acknowledge and affirm that the rights and remedies of Holder with respect to the security interest in and mortgage on the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Holder's address is 26 Main Street, 1st Floor, Chatham, New Jersey 07928.

IN WITNESS WHEREOF, Obligor has caused this Trademark Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of October, 1999.

BIO-PLEXUS, INC.,
The Obligor
By: [Signature]
Name:
Title:

STATE OF CONNECTICUT)
COUNTY OF Tolland) ss.:

On this ___ day of _____, before me personally appeared Carl Sahi, to me known, who, being by me duly sworn, did depose and say that he resides at 389 High St, Coventry CT and that he is President & CEO of Bio-Plexus, Inc., an obligor under a Note and Security Agreement, described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.

CAROL M. COBURN
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2004

[Signature]
Notary Public

306016



Appendix

Trademark Registration No.

2,033,996

1,776,391

2,025,696

2,136,255

2,136,254

Trademark

Bio-Plexus

Punctur-Guard

Drop-It

Safeguarding the Future of
Healthcare Workers

Miscellaneous Design

Trademark Application Nos.

75/721,017

75/501,452

Trademark

Punctur-Guard Revolution

Drop-It