

03-22-2000

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OPR/FINANC 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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
6/30/99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
6/30/99

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)

- 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. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/21/2000 DNGUYEN 00000072 2109153

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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: 002037 FRAME: 0366

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Alden Harris, Vice President

Address (line 1) BankBoston, N.A., Worcester Tower, 100 Front Street, Worcester, MA 01608

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 617-951-2053

Name Frank S. Hamblett

Address (line 1) Peabody & Arnold LLP, 50 Rowes Wharf, Boston, MA 02110

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

4

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)		
<u></u>	<u></u>	<u></u>	<u>2,109,153</u>	<u>2,146,007</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>2,144,258</u>	<u>1,819,611</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>2,146,006</u>	<u></u>	<u></u>

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

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.

Frank S. Hamblett

Name of Person Signing

Signature

2/7/00

Date Signed

SECURITY AGREEMENT (TRADEMARKS)
(for Boston Biomedica, Inc.)

This SECURITY AGREEMENT (TRADEMARKS)(this "Agreement") is made as of June 30, 1999, by and between BOSTON BIOMEDICA, INC., a Massachusetts corporation (together with its successors and assigns, "BBI") and BANKBOSTON, N.A., a national banking association (f/k/a The First National Bank of Boston)(together with its successors and assigns, the "Lender").

All capitalized terms not defined herein but defined in the Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Security Agreement-All Assets") by and among (a) BBI, (b) all of the Subsidiaries of BBI which are now, or may hereafter become, parties thereto, in accordance with the provisions contained therein (BBI, together with all of its Subsidiaries, are hereinafter sometimes referred to collectively as the "Borrowers" and each singly as a "Borrower") and (c) the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

A. The Borrowers request that the Existing Loan Agreement be amended and restated in its entirety as provided for in the Loan Agreement; and

B. BBI owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in Schedule 1 attached hereto and made a part hereof (collectively, the "Marks"); and

C. As a condition precedent to entering into the Loan Agreement, and lending certain sums and extending certain credit to or for the benefit of the Borrowers thereunder, and as a supplement to the Security Agreement-All Assets, the Lender has requested that BBI enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BBI hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, BBI does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of BBI and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. BBI and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

BOSTON BIOMEDICA, INC.

Gayle Farrell
Name: **GAYLE FARRELL**

By: Kevin W. Quinlan
Kevin W. Quinlan, Treasurer

WITNESS:

BANKBOSTON, N.A. (f/k/a The First National Bank of Boston)

Name:

By: _____
G. Christopher Miller, Director

COMMONWEALTH OF MASSACHUSETTS

Plymouth ss.

August 13, 1999

Then personally appeared the above-named Kevin W. Quinlan, as Treasurer of Boston Biomedica, Inc., and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Boston Biomedica, Inc., before me.

Margaret S. [Signature]
Notary Public
My commission expires: ~~2000~~ 24, 2004
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

August __, 1999

Then personally appeared the above-named G. Christopher Miller, as Director of BankBoston, N.A., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BankBoston, N.A., before me.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

BOSTON BIOMEDICA, INC.

Name: _____

By: _____
Kevin W. Quinlan, Treasurer

WITNESS:

BANKBOSTON, N.A. (f/k/a The First National Bank of Boston)

Name: _____

By: _____
G. Christopher Miller, Director

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

August __, 1999

Then personally appeared the above-named Kevin W. Quinlan, as Treasurer of Boston Biomedica, Inc., and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Boston Biomedica, Inc., before me.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

August __, 1999

Then personally appeared the above-named G. Christopher Miller, as Director of BankBoston, N.A., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BankBoston, N.A., before me.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

SECURITY AGREEMENT (TRADEMARKS)

by and between

BOSTON BIOMEDICA, INC.
("BBI")

and

BANKBOSTON, N.A.
(the "Lender")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by BBI:

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Accurun®	N/A	2,109,153	10/28/97
BBI®	N/A	2,144,258	03/17/98
BBI® (logo)	N/A	2,146,006	03/24/98
BBI® (colorized logo)	N/A	2,146,007	03/24/98
ACCURUN 1® (Styled letter)	N/A	1,819,611	02/08/94

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