

06-22-2000



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MRD 5/30/00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

100 MAY 29 PM 3:11  
OFFICE OF FINANCE

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 PanVera Corporation

5/22/00

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

Mark if additional names of receiving parties attached

Name M&I Bank of Southern Wisconsin

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1 West Main Street

Address (line 2) \_\_\_\_\_

Address (line 3) Madison

Wisconsin/USA

53703

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Wisconsin

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

06/21/2000 DNGUYEN 00000224 75713712

01 FC:481  
02 FC:482

40.00 OP  
175.00 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: 002090 FRAME: 0707

**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.

RICHARD E PETERSHACK

Richard E. Petershack

5/22/08

Name of Person Signing

Signature

Date Signed

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, PanVera Corporation, a Wisconsin corporation ("Owner"), owns certain trademarks that are the subject of certain trademark registrations, applications for trademark registration, or common law rights as described in the attached schedule (the "Trademarks"); and

WHEREAS, Owner has agreed to grant to M&I Bank of Southern Wisconsin, a Wisconsin banking corporation ("Bank"), a security interest in the Trademarks to secure all debts, obligations and liabilities of Owner to Bank arising under a certain Reimbursement Agreement of even date herewith (collectively, the "Obligations").

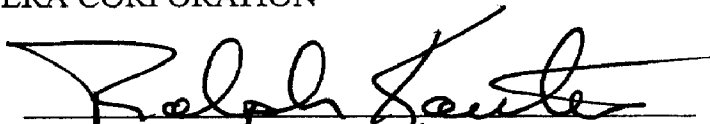
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure payment of the Obligations, Owner hereby grants a security interest in favor of Bank with respect to the entire right, title, and interest of Owner in the Trademarks together with the goodwill of the business symbolized by said Trademarks, and warrants to Bank that to the best of Owner's knowledge and information, Owner owns all right, title, and interest in and to said Trademarks free and clear of all security interests, liens, and encumbrances, except for the security interest granted herein, and that Owner has all requisite power and authority to grant such security interest.

Owner hereby authorizes Bank to execute and file continuation statements or similar forms without the signature of Owner if Bank shall determine that such are necessary or advisable in order to maintain Bank's security interest in the Trademarks identified on the attached schedule (the "Collateral"). Owner shall promptly execute such financing and continuation statements or similar forms in form satisfactory to Bank, upon request, to further evidence and secure Bank's interest in the Collateral, and shall pay to Bank on demand any expenses incurred by Bank in connection with the preparation, execution, and filing of such statements. Following the occurrence of an Event of Default under the terms of that certain Construction Mortgage and Security Agreement of even date herewith given by Owner and University Research park, Inc., to Bank ("Mortgage"), Bank may, at its option, sell or otherwise dispose of the Collateral by public or private proceedings, separate from or together with the sale of any other part of the Collateral or other security given for the Bank's obligations secured by the Mortgage, in accordance with the provisions of the Wisconsin Uniform Commercial Code or other applicable law, and Bank may with respect to such Collateral, exercise any other rights or remedies of a secured party under the Wisconsin Uniform Commercial Code and other applicable law. Bank shall give Owner at least twenty (20) days prior written notice of the time and place of any public sale of such personal property and/or fixtures or other intended disposition thereof. Upon the occurrence of an Event of Default under the Mortgage, Owner authorizes Bank in their respective names or otherwise, to take any action deemed necessary by Bank to protect its security interest created hereby, including without limitation, signing Owner's name or paying any amount it deems appropriate to pay, and the costs thereof shall be added to the indebtedness secured by the Mortgage and this agreement from the date of payment by Bank at the highest default rate of interest provided in the Obligations.

IN WITNESS WHEREOF, Ralph Kauten, an authorized officer or agent of Owner, hereby executes this Grant of Security Interest in Trademarks this 22<sup>nd</sup> day of May, 2000.

PANVERA CORPORATION

By:



Name: Ralph Kauten  
Title: President

[ACKNOWLEDGMENT ON NEXT PAGE FOLLOWING]

TRADEMARK  
REEL: 002090 FRAME: 0709

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF DANE         )

On this 22<sup>nd</sup> day of May, 2000, before me personally appeared Ralph Kauten, the President of PanVera Corporation, who acknowledged himself to be such officer of such corporation, to me known to be the person who executed the foregoing security interest on behalf of and by the authority of such corporation and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Lisa R. Foerst  
Notary Public, State of Wisconsin  
My Commission is permanent

EXHIBIT A

TRADEMARKS

1. Mark: BACULOSOMES  
Registration Number: 2203572
2. Mark: RECO  
Registration Number: 2197222
3. Mark: BEACON  
Registration Number: 1903290
4. Mark: PANVERA  
Registration Number: 1907775
5. Mark: PANVERA  
Registration Number: 1989610
6. Mark: BEACON FLUORESCENCE POLARIZATION SYSTEM  
Registration Number: 1998548
7. Mark: CORE HTS  
Application Number: 75-713712
8. Mark: RIPS  
Application Number: 75-659156
9. Mark: The Protein Company  
Application Number: (Application to be filed)
10. Mark: Fluormone  
Application Number: N/A (Common Law Trademark)

## COLLATERAL ASSIGNMENT OF TRADEMARKS/SERVICEMARKS

FOR VALUE RECEIVED, the undersigned assignor hereby transfers and assigns all of its right, title and interest in and to the trademark/servicemark described on Exhibit A which is attached hereto and made a part hereof (in either event, herein referred to as the "Mark") as the same now exist is or is hereafter applied for or registered together with the goodwill of the business commonly known as PanVera Corporation, a Wisconsin corporation, to M&I Bank of Southern Wisconsin, a Wisconsin banking corporation ("Lender").

The undersigned authorizes Lender to exercise any and every right, benefit or option under the Mark and above mentioned goodwill (the "Collateral") as the undersigned could exercise if the undersigned was acting on its own behalf.

The undersigned hereby warrants and represents that there are no assignments of the Collateral prior or superior to this assignment.

This assignment is given as additional security for the payment of the obligations of the undersigned under that certain Reimbursement Agreement of even date herewith by and between the undersigned and Lender, pursuant to which a letter of credit in the amount of Six Million Three Hundred Ninety-three Thousand Two Hundred Six and no/100 Dollars (\$6,393,206.00) has been issued (together with all amendments, modifications, renewals and substitutions, in whole or in part, the "Reimbursement Agreement"), and under a Credit Agreement of even date herewith by and between Borrower and Lender (together with all amendments, modifications, renewals and substitutions, in whole or in part, the "Credit Agreement"), pursuant to which Lender is making available to Borrower two credit facilities, one in the amount of \$1,000,000.00 which is evidenced by a Revolving Credit Note given by Borrower to Lender under even date herewith (together with all amendments, modifications, renewals and substitutions, in whole or in part, the "Revolving Credit Note") and one in the amount of \$1,000,000.00 which is evidenced by a Transaction Note of even date given by Borrower to Lender under even date herewith (together with all amendments, modifications, renewals and substitutions, in whole or in part, the "Transaction Note"). A breach of the terms of the Reimbursement Agreement, Credit Agreement, Revolving Credit Note or Transaction Note (collectively, the Obligations) or of any and all other documents executed in connection therewith or relating thereto shall be deemed, at the option of Lender, to be a breach of the terms hereof.

It is the intention hereby to establish an absolute present assignment of the Collateral. The undersigned hereby irrevocably appoints Lender its true and lawful attorney (with or without taking possession of the Collateral to act under such Collateral upon such terms and conditions in Lender's discretion as Lender may determine, with the same rights, powers and benefits as the undersigned would have under such Collateral.

Although it is the intention of the parties that this assignment shall be a present assignment, Lender shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur under any of the Obligations, or any documents executed in connection therewith or relating thereto, and the same shall remain uncured following the expiration of any cure period set forth therein.

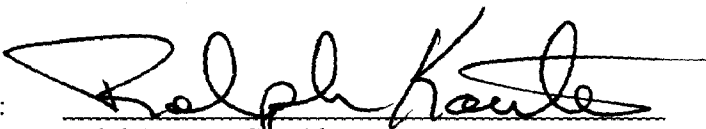
Lender shall not be obligated to perform or discharge any obligation, duty or liability under any Collateral and the undersigned hereby agrees to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Collateral under or by reason of this assignment excepting for such liability, loss or damage arising directly from Lender's gross negligence or wilful misconduct.

This assignment shall be construed in accordance with the laws of the State of Wisconsin. This assignment shall inure to the benefit of Lender and its successors and assigns and shall bind the undersigned and its successors and assigns. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned has caused the above assignment to be executed as of the 22<sup>nd</sup> day of May, 2000, in Madison, Wisconsin.

("Assignor")

PanVera Corporation, a Wisconsin corporation


By:   
Ralph Kauten, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 22<sup>nd</sup> day of May, 2000, before me personally appeared Ralph Kauten, the President of PanVera Corporation, who acknowledged himself to be such officer of such corporation, to me known to be the person who executed the foregoing assignment on behalf of and by the authority of such corporation and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

  
Lisa R. Foerst  
Notary Public, State of Wisconsin  
My commission is permanent.

This instrument was drafted by:  
Richard E. Petershack, Esq.  
Axley Brynerson, LLP  
Post Office Box 1767  
Madison, WI 53701-1767

Following filing, please return to drafter.

**EXHIBIT A**

**TRADEMARKS**

1. Mark: BACULOSOMES  
Registration Number: 2203572
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