

12-26-2000

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Form PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101561474

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Dade Behring Inc.

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Delaware
 Other:

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **Bankers Trust Company**
 Internal Address: _____
 Street Address: **One Bankers Trust Plaza**
 City: **New York** State: **New York** ZIP: **10006**

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: **December 5, 2000**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-
 Other - **Collateral Agent**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s):

Trademark Registration No.(s):
2,270,686

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Brian Jaenicke, Legal Assistant**
 Internal Address: **White & Case LLP**

 Street Address: **1155 Avenue of the Americas**
 City: **New York** State: **NY** ZIP: **10036**

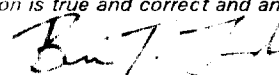
6. Total number of applications and registration involved: **1**

7. Total fee (37 CFR 3.41): \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Brian T. Jaenicke  **12/6**
 Name of Person Signing: Signature Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

12/22/2000 MTHAI1 00000290 2270686

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Chimera Research and Chemical, Inc., a Florida corporation with principal offices at 3403 Yerba Buena Road, San Jose, California, 95135, Dade Behring Inc., formerly known as Dade International Inc., a Delaware corporation with principal offices at 1717 Deerfield Road, Deerfield, Illinois, 60015, and Dade Microscan Inc., a Delaware corporation with principal offices at 1584 Enterprise Boulevard, West Sacramento, California, 95691 (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 right, 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 Grantors' Obligations, as such term is defined in the Security Agreement, dated as of June 29, 1999, among the Grantors, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated, and/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 5th day of Dec., 2000.

CHIMERA RESEARCH AND CHEMICAL,
INC.,
as a Grantor

By: *Louise S. Pearson*
Name: Louise S. Pearson
Title: Secretary

DADE BEHRING INC.,
as a Grantor

By: *Louise S. Pearson*
Name: Louise S. Pearson
Title: VP & Secretary

DADE MICROSCAN INC.,
as a Grantor

By: *Louise S. Pearson*
Name: Louise S. Pearson
Title: Secretary

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the ___th day of _____, 2000.

CHIMERA RESEARCH AND CHEMICAL,
INC.,
as a Grantor

By: _____
Name:
Title:

DADE BEHRING INC.,
as a Grantor

By: _____
Name:
Title:

DADE MICROSCAN INC.,
as a Grantor

By: _____
Name:
Title:

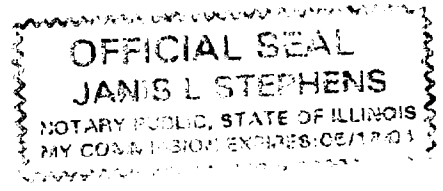
BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: Maury Kay Coyle
Name:
Title:

STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

On this 5th day of December 2000, before me personally came Louise Pearson who, being by me duly sworn, did state as follows: that [s]he is Secretary of Chimera Research and Chemical, 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.

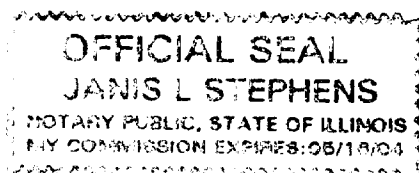
Janis L Stephens
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF LAKE)

On this 5th day of December, 2000, before me personally came Louise Pearson who, being by me duly sworn, did state as follows: that [s]he is Vice President & Secretary 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.

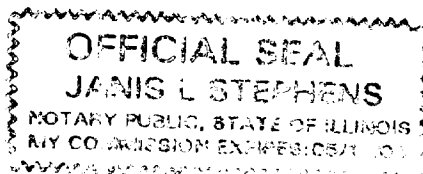
Janis L. Stephens
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

On this 5th day of December, 2000, before me personally came Louise Pearson who, being by me duly sworn, did state as follows: that [s]he is Secretary 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.

Janis L. Stephens
Notary Public



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

On this 4TH day of DEC, 2000 before me personally came MARY KAY COOPER
who, being by me duly sworn, did state as follows: that [s]he is MANAGING 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.

Jojean Travis
Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001

SCHEDULE A

Trademark Registrations
Registered after June 29, 1999

Trademark	Owner	Reg. No.	Reg. Date	Reg. No.	Reg. Date	State
FLEX	Dade Behring Inc.	75/508,944	26-Jun-1998	2,270,686	17-Aug-1999	Registered