

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Chmera 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 rights, 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:

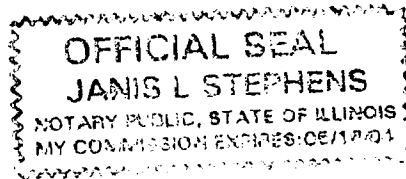
BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: *Mary 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 NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 4TH day of DEC, 2000 before me personally came MARY KAY COYLE
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 a 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	App. No.	File Date	Pub. No.	Reg. Date	Status
ADULTACHECK	Chimera Research and Chemical, Inc.	75/395,334	24-Nov-1997	2,263,714	20-Jul-1999	Registered
UA PERFECT	Chimera Research and Chemical, Inc.	75/210,082	09-Dec-1996	2,170,885	07-Jul-1998	Registered

REEL: 002199 FRAME: 0377
TRADEMARK
FROM W&C LLP NY FAX

RECORDED: 12/07/2000
(MON) 12:47:00 12/29/ST. 2:25/NO. 4862083110 P 15