

02-22-2001

Form PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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. (formerly known as Dade International Inc.)
1.31.01

Individual 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 Code: 10006

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

3. Nature of conveyance:
 Assignment Merger
 Security Interest Change of Name
 Other -

Execution Date: January 30, 2001

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

Additional numbers attached? Yes No

Trademark Registration No.(s)\
Please see attached Schedule A

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 5

7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account (in case of deficiency)

8. Deposit account number:
23-1705
(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 *Brian T. Jaenicke* 1/31/01
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

Mail documents to be recorded with required cover sheet information to:

**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, PK 221000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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02 FC:482 100.00 CH

**TRADEMARK
REEL: 002239 FRAME: 0349**

U.S. TRADEMARKS GRANTED 12/6/00-1/25/01

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
Design (PFA-100 Logo)	2,122,061	16-Dec-97	Dade Behring Inc.

U.S. TRADEMARKS PENDING 12/6/00-1/25/01

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
Design (Cell Strand)	76/062,018	05-Jun-00	Dade Behring Inc.
STREAMLAB	76/062,415	05-Jun-00	Dade Behring Inc.
XPAND	76/136,527	28-Sep-00	Dade Behring Inc.
SYVA ONBOARD and Design	76/107,856	14-Aug-00	Dade Behring Inc.

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dade Behring Inc., formerly known as Dade International Inc., a Delaware corporation with principal offices at 1717 Deerfield Road, Deerfield, Illinois, 60015, Dade MicroScan Inc., a Delaware corporation with principal offices at 1584 Enterprise Boulevard, West Sacramento, California, 95691 and Syva Company, a Delaware corporation with principal offices at 3403 Yerba Buena Road, San Jose, California 95135 (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 30th day of Jan, 2000.

DADE BEHRING INC.,
as a Grantor

By: *Louise S. Pearson*
Name: Louise S. Pearson
Title: VP + General Counsel

DADE MICROSCAN INC.,
as a Grantor

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

SYVA COMPANY,
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 30th day of Jan., 2001.

DADE BEHRING INC.,
as a Grantor

By: _____
Name:
Title:

DADE MICROSCAN INC.,
as a Grantor

By: _____
Name:
Title:

SYVA COMPANY,
as a Grantor

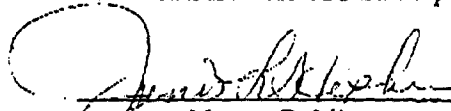
By: _____
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

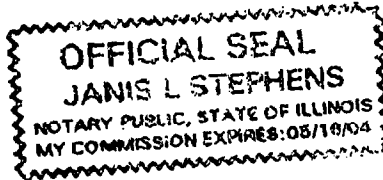
By: Mary Kay Boyle
Name:
Title:

STATE OF ILLINOIS)
) ss.:
 COUNTY OF LAKE)

On this 30th day of Jan., 2000, before me personally came Louise Pearson who, being by me duly sworn, did state as follows: that [s]he is Vice General Manager 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.



 Notary Public



STATE OF ILLINOIS)
) ss.:
 COUNTY OF LAKE)

On this 20th day of Jan., 2001, 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

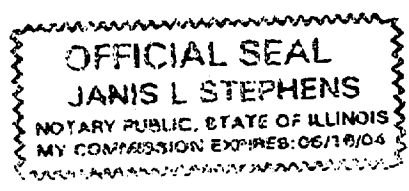


STATE OF ILLINOIS)
) ss.:
 COUNTY OF LAKE)

On this 30th day of Jan, 2006, before me personally came houise Pearson who, being by me duly sworn, did state as follows: that [s]he is Secretary of Syva 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.

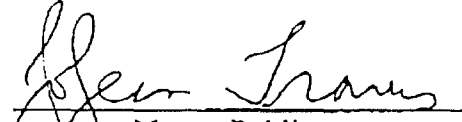
Janis L. Stephens

 Notary Public



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

On this 29TH day of JAN, 2001, before me personally came MARY KAY COYLE who, being by me duly sworn, did state as follows: that [s]he is ~~MARY KAY COYLE~~ MARY KAY COYLE 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.



Notary Public

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