

02-22-2001



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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):  
**Chimera Research & Chemical, Inc.** *1-31-01*

Individual                       Association  
 General Partnership -         Limited Partnership:  
 Corporation - State: Florida  
 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: December 1, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

**2,263,714**  
**2,170,885**

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: 2

7. Total fee (37 CFR 3.41): ..... \$ 65.00

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)

02/21/2001 AAHMED 00000144 231705 2263714 **DO NOT USE THIS SPACE**

01 FG:481 40.00 CH  
 02 FC:482 25.00 CH

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  
 Name of Person Signing

*Brian T. Jaenicke*  
 Signature

1/31/01  
 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, 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 & Chemical, Inc., a Florida corporation with principal offices at P.O. Box 130174, Tampa, Florida, 33781, 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 1<sup>st</sup> day of Dec., 2000.

CHIMERA RESEARCH & 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 \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2000.

CHIMERA RESEARCH & 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: **MARY KAY COYLE**  
Title: **Managing Director**

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

On this 1<sup>st</sup> day of Dec., 2000, before me personally came Louise S. Pearson who, being by me duly sworn, did state as follows: that [s]he is Secretary of Chimera Research & 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.

Gloria D Bland  
Notary Public



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

On this 1<sup>st</sup> day of Dec., 2000, before me personally came Louise S. 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.

Gloria D Bland  
Notary Public



*Illinois*

STATE OF ~~NEW YORK~~ )  
*Lake* ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On this 1<sup>st</sup> day of Dec., 2000, before me personally came Louise J. 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.

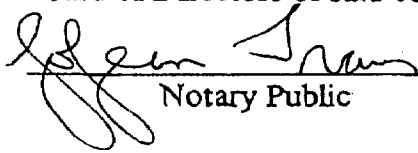
Gloria D Bland  
Notary Public





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

On this 4TH day of Dec, 2000, before me personally came Mary Kay Coyne  
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.

  
Notary Public

**JOJEAN TRAVIS**  
Notary Public, State of New York  
No. 01TR5013241  
Qualified in New York County  
Commission Expires July 15, 2007

SCHEDULE A

Trademark Registrations  
Registered after June 29, 1999

Trademark	Owner	App. No.	File Date	Reg. No.	Reg. Date	Status
ADULTACHECK	Chimera Research & Chemical, Inc.	75/395,334	24-Nov-1997	2,263,714	20-Jul-1999	Registered
UA PERFECT	Chimera Research & Chemical, Inc.	75/210,082	09-Dec-1996	2,170,885	07-Jul-1998	Registered