

05-16-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101689568

at documents or copy thereof.

1. Name of conveying party(ies):

Gamma Biologicals, Inc.  
3700 Magnum Road  
Houston, TX 77092-5497

*MRD  
5/16/01*

- Individual(s)
  - General Partnership
  - Corporation-State Texas
  - Other \_\_\_\_\_
- Association
  - Limited Partnership
- Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Wachovia Bank, N.A.  
Attn: Leveraged Finance  
Internal Address: Division

Street Address: 191 Peachtree Street

City Atlanta State GA ZIP 30303

- Individual(s) citizenship \_\_\_\_\_
- Association national
- General Partnership
- Limited Partnership
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignments)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: February 23, 2001

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

A. Trademark Application No.(s)

See attached Exhibit  
B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pamela Allen  
Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$460.00

- Enclosed \$340.00 filing fee  
\$120.00 expedited fee
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Pamela A. Allen  
Name of Person Signing

*Pamela A. Allen*  
Signature

5/16/01  
Date

Total number of pages comprising cover sheet: 5

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

Do not detach this portion

05/16/2001 STON11 00000163 131A002  
Mail documents to be recorded with required cover sheet information to:

01 FC:481	40.00 OP
02 FC:482	300.00 OP
03 FC:484	120.00 OP

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).

TRADEMARK

REEL: 002251 FRAME: 0745

Exhibit A

<b>FILE NO.</b>	<b>TRADEMARK NAME</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
GAMA:021	GAMMA	1,318,802	12 FEB 85
GAMA:023	GAMMA (Stylized)	1,310,649	25 DEC 84
GAMA:024	MICROTEAR	1,353,765	13 AUG 85
GAMA:025	GAMMA ROC	1,310,655	25 DEC 84
GAMA:032	RST SERIES	1,198,383	22 JUN 82
GAMA:033	MICRO-U	1,345,791	02 JUL 85
GAMA:034	GAMMA	1,374,596	10 DEC 85
GAMA:035	GAMMA-CLONE	1,442,600	16 JUN 87
GAMA:040	N-HANCE	1,448,115	21 JUL 87
GAMA:043	GAMMA-CLONE	1,484,882	19 APR 88
GAMA:046	PV-PLATES	1,650,677	16 JUL 91
GAMA:047	PT-TRAYS	1,645,895	28 MAY 91
GAMA:057	GAMMA-REACT	2,173,241	14 JUL 98

## COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 23rd day of February, 2001 by GAMMA BIOLOGICALS, INC., a Texas corporation ("Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national bank ("Lender");

### WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Grantor has executed and delivered to Lender its certain Guaranty Agreement, dated as of even date herewith (herein, as it may be supplemented, amended or modified from time to time, called the "Guaranty"), pursuant to which Grantor has guaranteed the payment and performance by Immucor, Inc. and certain of its subsidiaries (collectively, "Borrowers") of their obligations under that certain Loan Agreement, dated as of even date herewith (herein, as it may be supplemented, amended, amended and restated or modified from time to time, called the "Loan Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement), between Borrowers and Lender; and

WHEREAS, Grantor has secured its obligations to Lender by executing and delivering to Lender the Security Agreement, and this Agreement is being executed in supplementation thereof;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security for the payment of all Obligations and all "Guaranteed Obligations" (as defined in the Guaranty), shall constitute a part of the "Collateral" (as defined in the Security Agreement), and shall be subject to all of the terms and conditions of the Security Agreement applicable thereto.

Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy, the Trademark Rights in connection with its business operations, but only in a

manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Lender shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Lender may do so in Grantor's name or in Lender's name but at Grantor's expense, and Grantor hereby agrees to reimburse Lender for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Lender shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Lender's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Lender and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer thereunto duly authorized under seal as of the date first above written.

GAMMA BIOLOGICALS, INC.

By: \_\_\_\_\_

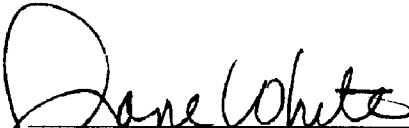
Name: Steven C. Ramsey

Title: ~~Chief Financial Officer~~

Vice President

[SEAL]

On February 23, 2001, before me appeared the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as a representative having the title inscribed above of Gamma Biologicals, Inc., a Texas corporation, who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.

  
\_\_\_\_\_  
Notary Public

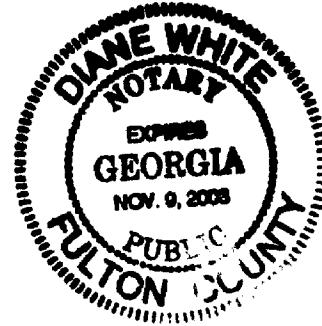
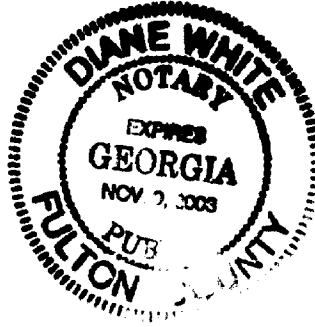


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