

05-08-2001



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Docket No.:

16207.031

Tab settings

To the Honorable Commissioner of F

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he attached original documents or copy thereof.

1. Name of conveying party(ies):

Medical Analysis Systems, Inc.

04-20-2001

U.S. Patent & TMOc/TM Mall Rpt Dt. #01

- Individual(s)
- General Partnership
- Corporation-State California
- Other

Association

Limited Partnership

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

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

Name: BA Capital Company, L.P.

Internal Address: Bank of America Corporate Center

Street Address: 25th Floor, 100 N. Tryon St.

City: Charlotte State: NC ZIP: 28202

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

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:

4-20-01

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

Execution Date: March 2, 2001

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

A. Trademark Application No.(s)

75/068,846 75/822,588 75/806,767
75/806,742 75/806,752

B. Trademark Registration No.(s)

2,290,897 2,289,785 1,730,463
2,290,450 2,225,274 2,132,920
2,186,432 2,188,142 603,181

Additional numbers attached? Yes No

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

Name: Karl S. Sawyer, Jr.

Internal Address: Kennedy Covington Lobdell

& Hickman, LLP

4200 Bank of America Corporate Center

Street Address: 100 N. Tryon Street

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

21

7. Total fee (37 CFR 3.41):.....\$ \$540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

05/08/2001 GTDN11 00000041 75068846

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 500.00 OP

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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.

Karl S. Sawyer, Jr.

Name of Person Signing

Karl Sawyer
Signature

April 16, 2001

Date

Total number of pages including cover sheet, attachments, and document:

11

TRADEMARK

REEL: 002288 FRAME: 0586

Continuation of Recordation Form Cover Sheet
Medical Analysis Systems, Inc.
to
BA Capital Company, L.P.
Trademark Security Agreement
Attorney Docket No. 16207.031

B. Trademark Registration No.(s)

2,151,250

1,784,700

814,250

1,749,765

1,981,119

1,796,672

2,373,672

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TRADEMARK
REEL: 002288 FRAME: 0587

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of this 2nd day of March, 2001 by MEDICAL ANALYSIS SYSTEMS, INC., a California corporation (the "Grantor") in favor of BA CAPITAL COMPANY, L.P., as lender (the "Lender") under the Credit Agreement (as defined below).

STATEMENT OF PURPOSE

WHEREAS, the Grantor owns certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto; and

WHEREAS, pursuant to the Term Loan Credit Agreement of even date herewith (as amended, restated, supplemented and otherwise modified from time to time, the "Credit Agreement") between Grantor and Lender, the Lender has agreed to extend certain credit facilities to the Grantor on the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantor and the Lender, the Grantor has granted to the Lender a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) to secure the payment of all Obligations owing by the Grantor under the Credit Agreement and the other Loan Documents; all capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest.** Grantor does hereby grant to the Lender of the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing appear or have appeared and designs owned by the Grantor (each of the foregoing items in this clause a "Trademark," and collectively, the "Trademarks,"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, together with all registrations

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and recordings thereof and all applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agent of the United States of America (including the United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Schedule 1 annexed hereto and all reissues, extensions, continuations or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a) (together, the "Trademark Licenses), including each Trademark license referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Sections 1(a) or 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark license.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Grantor will not, without the Lender's prior written consent enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Lender, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Lender

under this Agreement.

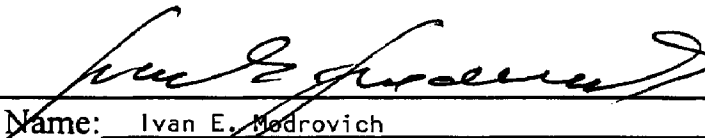
4. **New Trademarks.** The Grantor represents and warrants to the Lender that the Trademarks listed on Schedule 1 annexed hereto and the license agreements listed on Schedule 2 annexed hereto constitute all of the Trademarks now owned by or licensed to the Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Lender prompt written notice thereof. The Grantor hereby authorizes the Lender to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 annexed hereto to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. **Lender Not Liable.** The Lender does not by virtue of this Agreement assume any obligations whatsoever in respect of the Trademark Collateral including, without limitations any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

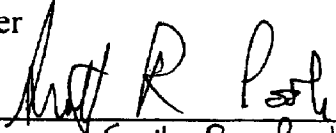
MEDICAL ANALYSIS SYSTEMS, INC.

By: 
Name: Ivan E. Medrovich
Title: CEO

[Signature Pages Continue]

Agreed and Accepted as of the
2nd day of March, 2001.

BA CAPITAL COMPANY, L.P.,
as Lender

By: 
Name: Scott R. Poole
Title: Associate

[Acknowledgment Follows]

[Trademark Security Agreement]

TRADEMARK
REEL: 002288 FRAME: 0592

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Loreena M White, a Notary Public for said County and State, do hereby certify that Ivan Modrovich personally appeared before me this day and stated that (s)he is the CEO of MEDICAL ANALYSIS SYSTEMS, INC. and acknowledged, on behalf of MEDICAL ANALYSIS SYSTEMS, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of March, 2001.

Loreena M White
Notary Public

My commission expires:

Dec 27, 2001

LOREENA WHITE
Notary Public, State of New York
No. 01WH5022005
Qualified in New York County
Commission Expires 12-27-01

Schedule 1
to Trademark
Security Agreement

Registrations

Common Law Marks

~~Please see the attached.~~

NONE

Schedule 2
to Trademark
Security Agreement

See Attached

[Trademark Security Agreement]

TRADEMARK
REEL: 002288 FRAME: 0595

Schedule 2: Trademarks

Title (Subject Matter)	Application Number	File Date	Reg. Number*	Reg. Date	Status
Trademarks:					
Cardioimmune	75/423,712	01/26/98	2,290,897	11/09/99	Registered
Cardioisozyme	75/314,638	06/25/97	2,289,785	11/02/99	Registered
Chemtrak (Stylized)	73/797,191	04/28/89	1,730,463	11/10/92	Registered (to be abandoned)
DOA-XAB	75/314,642	06/25/97	2,290,450	11/02/99	Registered
DOA-XSE	75/331,989	07/28/97	2,225,274	02/23/99	Registered
Lab-Link	74/465,805	12/06/93	2,132,920	01/27/98	Registered (To be abandoned)
Lablink and Design	75/132,661	07/11/96	2,186,432	09/01/98	Registered
Lablink Direct	75/068,847	03/07/96	2,188,142	09/08/98	Registered
Lablink Directnet	75/068,846	03/07/96			Allowed
Lab-Trol	71/667,785	06/07/54	603,181	03/14/55	Registered
Lablink Notes*	75/069,139	03/07/96	2,151,250	04/14/98	Registered
Liquimmune	74,208,681	10/01/91	1,784,700	07/2/93	Registered
MAS	75/822,588	10/13/99	Pending	Pending	Filed
MDS	75/806,767	09/22/99	Pending	Pending	Filed (To be abandoned)
Moni-Trol	72/227,753	09/14/65	814,250	09/06/66	Registered
Ref Lab	74/015/162	07/03/90	1,749,765	02/23/93	Registered
Results You Can Trust	75/806,742	09/22/99	Pending	Pending	Filed
Special-T Marker	74/701,947	07/17/95	1,981,119	06/18/96	Registered
Tri-Point	74,208,680	10/01/91	1,796,672	10/05/93	Registered (To be Abandoned)
Tru-Liquid	75/238,097	02/07/97	2,373,672	08/01/00	Registered
VecTest	75,806,752	09/22/99	Pending	Pending	Filed

* Licensed to Dade Behring under Settlement Agreement entered into February 27, 2001

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