U.S. DEPARTMENT OF COMMERCE

08-14-2001



R SHEET

Patent and Trademark Office Docket No. 07427/524

101811/42		
· · · · · ·		
1. Name of conveying party(ies): SeraCare, Inc. ☐ Individual(s) ☐ General Partnership ☐ Corporation-State: Delaware ☐ Other:	2. Name and address of receiving party(ies): Name: United California Bank, as collateral agent (formerly known as Sanwa Bank California) Internal Address: Street Address: 601 South Figueroa Street City: Los Angeles, State: California, ZIP: 90017	
Additional name(s) of conveying party(ies) attached? □Yes ☑ No		
3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other: Execution Date: April 10, 2001	☐ Individual(s) citizenship:	
4.A. Trademark Application No.(s)	B. Registration No.(s)	
74/584906 Additional numbers attached? *□ Yes ☑ No		
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and trademark registrations involved: 1	
Charlotte Y. Chen Morrison & Foerster LLP 555 West Fifth Street Suite 3500 Los Angeles, California 90013-1024	7. Total fee (37 C.F.R. § 3.41): \$40.00 Enclosed Authorized to be charged to deposit account, referencing Attorney Docket 8. Deposit account number: 03-1952	
The Commissioner is berely authorized to charge any fees under 37 C.F.R. § 1.21 which may be	Name: United California Bank, as collateral agent (formerly known as Sanwa Bank California) Internethip Limited Partnership Individual(s) citizenship: Limited Partnership Limited Partnership: Limited Pa	
9. Statement and signature.		
To the best of my knowledge and belief, the foregoing information is document. Name: Kelly S. Logue, Esq.	6/6/01	
3/2001 DBYRNE 00000242 74584906	er sheet, attachments and document: 8	
C:481 40.00 UP		
Commissioner of Pate	ents and Trademarks ignments	

SUPPLEMENTAL SECURITY AGREEMENT

(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 10th day of April, 2001 by and between SERACARE, INC., a Delaware corporation ("Debtor"), and SANWA BANK CALIFORNIA, as collateral agent (in such capacity, the "Collateral Agent") for itself, the Administrative Agent, the Issuing Bank and the Lenders under (and as those terms and capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of April 10, 2001 by and among Debtor, the Collateral Agent, Sanwa Bank California, as Administrative Agent, the Issuing Bank and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

- A. Pursuant to that certain Security Agreement dated as of even date herewith between Debtor and the Collateral Agent (the "Security Agreement"), Debtor has granted to the Collateral Agent a perfected security interest in certain assets of Debtor, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Debtor or used in Debtor's business.
- B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

- 1. <u>Confirmation of Grant of Security Interest</u>. Debtor hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral (as defined in the Security Agreement) described therein includes, without limitation, all of Debtor's right, title and interest in the following (the "Trademark Collateral"):
 - (a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of Debtor, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Collateral Agent;
 - (b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same:

ţ

- (c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;
- (d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;
- (e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;
- (f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;
- (g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;
- (h) All now existing and hereafter arising goodwill associated with any of the foregoing;
- (i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or the Collateral Agent for past, present and future infringements of any of the foregoing;
 - (j) All products and proceeds of any of the foregoing.
- 2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Debtor hereby:
 - (a) Represents and warrants that <u>Schedule I</u> attached hereto sets forth an accurate and complete list of all trademarks owned by Debtor which are registered with the PTO as of the date hereof; and
 - (b) Agrees to promptly notify the Collateral Agent in writing of any additional trademarks registered with the PTO of which Debtor becomes the owner and to amend Schedule I accordingly.
- Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Collateral Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of Debtor Obligations, the rights of the Collateral Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.
- 4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the

Collateral Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED as of the day and year first above written.

SERACARE, INC., a Delaware corporation

SANWA BANK CALIFORNIA, as Collateral Agent

By: U(C) QUUL Name: D(C) (# CARN) Ex Title: U(C) Plat Oleu V

S-1

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

State of California	1	
	ss.	
County of Los Angeles	J	
On <u>Apri'l 9, 2001</u> , before me, F personally appeared <u>Barry</u> Plu	Mna M. Ruvaanov, Notar Name and Title of Office (e.g., Jane Doe, Notary Public)	y Ru
personally appeared Barry Plu	ost o	
/		
	□ personally known to me ★ proved to me on the basis of sat evidence	isfactory
	to be the person(s) whose name(essubscribed to the within instrume	nt and
	acknowledged to me that he/she/they e the same in his/her/their au	
IRINA M. KURGANOV	capacity(ies); and that by his/l	
Commission # 1204415	signature(s) on the instrument the pers the entity upon behalf of which the pers	
Notary Public - California & Los Angeles County	acted, executed the instrument.	ei soi n'e
My Comm. Expires Dec 10, 2002	·	
	WITNESS my hand and official seal.	
	Funa M. Rurganon Signature of Notary Public	
Place Notary Seal Above	Signature of Notary Public	
	PTIONAL	
Though the information below is not required by la	w, it may prove valuable to persons relying on the do nd reattachment of this form to another document.	cument
Description of Attached Document Title or Type of Document:	oplemental Security agr	r (Trai
Document Date: april 10, 2001	Number of Pages:	
Signer(s) Other Than Named Above:	Janua Bank	
Capacity(ies) Claimed by Signer		
Signer's Name:	RICHT T	HUMBPRINT SIGNER
□ Individual		humb here
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General		
☐ Attorney in Fact		
☐ Trustee		
☐ Guardian or Conservator		
Other:		
Signer is Representing:		
		· · · · · · · · · · · · · · · · · · ·
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>	2020202

TRADEMARK REEL: 002347 FRAME: 0986

CALIFORNIA ALL-PURPOSE ACKNOWL State of California County of Los Augelus Ss. On April 9, 200, before me, Funa M, Kurganov, Notary Public') Date Name and Title of Officer le g., "Jane Doe, Notary Public') Dersonally appeared Nicole Garniev Name(s) of Signer(s) personally known to me proved to me on the basis of satisfactory evidence to be the persop(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed his/her/their authorized same in capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), or IRINA M. KURGANOV the entity upon behalf of which the person(s) Commission # 1204415 Notary Public - California acted, executed the instrument. Los Angeles County lly Comm. Sopires Dec 10, 2002 WITNESS my hand and official seal. Place Notary Seal Above - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Decument Title or Type of Document: Supplemental Jecunity I THUMBPRINT DE SIGNER of thumb here Number of Pages: Document Date: UDN'L Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: ___ ☐ Individual Top of thumb here □ Corporate Officer — Title(s): □ Partner — □ Limited □ General ☐ Attorney in Fact □ Trustee Guardian or Conservator Other: Signer is Representing:

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402

Prod. No. 5907

 $\langle \hat{\phi}^{*}(\hat{\phi})\hat{\phi}^{*}(\hat{\phi$ Reorder: Call Toll-Free 1-800-876-6827

> **TRADEMARK** REEL: 002347 FRAME: 0987

Schedule I to Trademark Security Agreement

List of Trademarks

Trademark

Registration Number

Registration Date

"SeraCare" Name and Design

74-584906

October 12, 1994

.

la-470121

RECORDED: 08/06/2001

TRADEMARK REEL: 002347 FRAME: 0988