

06-05-2002

FORM PTO-1594

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U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 4121.0342

To the Honorable Commissioner of Patents &

102111326

... enclosed original documents or copy thereof.

1. Name(s) of conveying party(ies):
STRATAGENE

- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- Other:



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

Name: Union Bank of California, N.A.
Address: 350 California Street,
San Francisco, CA 94104

- Individual(s)
- Association (National Banking Association)
- General Partnership
- Limited Partnership
- Corporation
- Other:

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

3. Nature of conveyance:

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

5-30-02

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

(Designation must be a separate document from Assignment)

Execution Date: March 28, 2002

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application Number(s):

See attached schedule

B. Trademark Registration Number(s):

See attached schedule

Additional numbers attached?

Yes No

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

Name: Andrea Anderson

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$240

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Andrea Anderson

Name of person signing

Signature

May 30, 2002

Date

Total number of pages including cover sheet, attachments and documents: 4

06/04/2002 6TON11 00000077 2509028

01 FC:481
02 FC:482

40.00 OP
200.00 OP

TRADEMARK
REEL: 002518 FRAME: 0211

SECOND AMENDMENT TO
SECURITY AGREEMENT - TRADEMARKS

WHEREAS, Stratagene, a California corporation ("Debtor") with its principal place of business at 11011 North Torrey Pines Road, La Jolla, California 92037, has, under and pursuant to that certain Security Agreement - Trademarks (the "Security Agreement"), dated as of December 1, 1995, by and between Debtor and Union Bank, granted to Union Bank a security interest in all of Debtor's right, title and interest in and to certain registered trademarks, U.S. and foreign (collectively, the "Trademarks").

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on January 22, 1996, at Reel 1426, Frame 0983; and

WHEREAS, Union Bank of California, N.A., a national banking association ("Secured Party") has, by corporate reorganization, succeeded to all of the right, title and interest acquired by Union Bank under and pursuant to the Security Agreement; and

WHEREAS, Debtor and Secured Party entered into that certain First Amendment to Security Agreement - Trademarks (the "First Amendment"), dated as of March 10, 2000 in order to modify the description of the obligations secured by the Security Agreement and to provide for certain other matters;

WHEREAS, Debtor and Secured Party desire to further amend the Security Agreement as set forth herein;

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

1. All capitalized terms used in this Second Amendment shall, unless otherwise defined herein or unless the context otherwise require, have the meanings given thereto in the Security Agreement, as amended by the First Amendment.
2. Debtor hereby grants to Secured Party a security interest, together with the goodwill as necessary and appropriate, in the Trademarks listed on the attached Exhibit A in order to secure the payment and other obligations of Debtor, BioCrest and Holding Company to Secured Party as set forth in the Credit Agreements.
3. Except as expressly provided herein, the Security Agreement, as amended by the First Amendment, is unchanged and shall continue in full force and effect, and the Security Agreement, as amended hereby, is hereby ratified and confirmed by Debtor.
4. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California.

5. This Second Amendment may be executed in any number of identical counterparts, any set of which signed by both parties hereto shall be deemed to constitute a complete, executed original for all purposes.

EXECUTED as of MARCH 28, 2002.

Secured Party:

UNION BANK OF CALIFORNIA, N.A.,
a national banking association

Roxane Gebel
Witness

By [Signature]
Title: VICE PRESIDENT

Witness

By _____
Title: _____

EXECUTED as of march 22, 2002

Debtor:

STRATAGENE, a California corporation

Catalina M. Medrano
Witness

By [Signature]
Title: CEO

Exhibit A

STRATAGENE TRADEMARKS

Registration No.

QUIKCHANGE	2,509,028
HERCULASE	2,511,116
BL21-CODONPLUS	2,446,309
PFUTURBO	2,228,086
PCMV - SCRIPT	2,178,551
XL10 GOLD	2,169,653
TAQPLUS	2,050,363

Application No.

MX4000	76/086,442
CODONPLUS	75/941,669

Exhibit A

100006.010238/192495.03