



10-23-2002



102258446 COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Cytometry Associates, Inc. <i>10/17/02</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JP Morgan Chase Bank, as administrative and collateral agent</u> Internal Address: _____</p> <p>Street Address: <u>1166 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>a New York banking corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 30, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p>	<p>B. Trademark Registration No.(s) <u>2,338,137</u></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Anita Baker, Esq.</u></p> <p>Internal Address: <u>Kaye Scholer LLP</u></p> <p>Street Address: <u>425 Park Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Johanne Rémy _____ *Johanne Rémy* _____ 10/16/02 _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

10/22/2002 6TOM11 00000092 2338137 01 FC:8521 40.00 OP Doc # 30547323.PDF

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**CONDITIONAL ASSIGNMENT OF AND
GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY RIGHTS
(TRADEMARKS)** dated as of September 30, 2002, by
CYTOMETRY ASSOCIATES, INC., a Delaware
corporation ("Cytometry"), whose address is 201
Summit View Drive, Suite 100, Brentwood, Tennessee
37027, to **JPMORGAN CHASE BANK**, in its capacity
as collateral agent for the Lenders (as defined in the
Credit Agreement referred to below) (together with its
successors and assigns in such capacity the "Collateral
Agent"), whose address is 1166 Avenue of the Americas,
New York, New York 10036.

PREAMBLE

Reference is made to the Amended and Restated Credit Agreement dated as of December 4, 1998 (as supplemented, modified or amended through the date hereof, the "Credit Agreement") among Cytometry, the other Borrowers named therein, the Lenders and JPMorgan Chase Bank (as successor-in-interest to IBJ Schroder Bank & Trust Company), individually and as administrative agent and collateral agent for the Lenders.

In order to induce the Lenders to make certain loans and provide other financial accommodations to the Borrowers pursuant to, and subject to the terms and conditions of, the Credit Agreement, the Borrowers have agreed to grant to the Collateral Agent, for the ratable of the Lenders, a security interest in all of the Borrowers' assets, properties and rights in accordance with the terms of the Security Agreement.

Cytometry is executing and delivering this Conditional Assignment of the Grant of Security Interest in Intellectual Property Rights (Trademarks) (the "Assignment") for the purpose of recording with the United States Patent and Trademark Office the conditional assignment and grant of a security interest to the Collateral Agent in the intellectual property and rights of Cytometry referred to in Section 3 below.

ACCORDINGLY, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cytometry hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Security Agreement.

SECTION 2. Incorporation. This Assignment is intended to supplement, and not amend or modify, the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein. Anything contained herein to the

contrary notwithstanding, the Security Agreement and this Assignment will remain in full force and effect in accordance with their terms.

SECTION 3. Conditional Assignment and Grant of Security Interest. In order to secure to the Collateral Agent, for the ratable benefit of the Lenders, the full and punctual payment and performance of all of the Obligations, Cytometry hereby assigns, transfers, mortgages, pledges and conveys to the Collateral Agent, effective, at the option of the Collateral Agent, upon the occurrence of an Event of Default, and grants to the Collateral Agent a continuing first priority mortgage on and security interest in, all of Cytometry's rights (including, without limitation, the right to sue for past infringements), title and interests in and to those trademarks, registrations and applications for which registrations have been issued or applied for within the United States Patent and Trademark Office listed on Schedule 1 attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the "Trademark Rights").

SECTION 4. Purposes. This Assignment has been executed and delivered by Cytometry for the purpose of recording with the United States Patent and Trademark Office the conditional assignment of and grant of security interest in the Trademark Rights.

SECTION 5. Binding Effect. This Assignment is binding upon Cytometry and any successor or assign permitted under the Security Agreement and the Credit Agreement and shall inure to the benefit of the Collateral Agent and the Lenders and their respective successors and assigns.

IN WITNESS WHEREOF, Cytometry has caused this Assignment to be duly executed by its authorized officers as of the date first written above.

CYTOMETRY ASSOCIATES, INC.

By: James McClinton
Name: James McClinton
Title: CEO

Summary Schedule

Registered Trademarks

Owner	Registered Trademark	Registration Number	Property Covered	Country of Registration
Cytometry Associates, Inc.	CA AND DESIGN	2,338,137	Class 42	USA

30521242.WPD