

02-13-2003



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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

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

1. Name of conveying party(ies):

Biolink Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other correction to security interest
- Merger
- Change of Name

Execution Date: 9/11/01

~~Reel 2345, Frame 0692~~

2. Name and address of receiving party(ies)

Name: Thomas McKinley, as Collateral Agent

Internal Address: c/o Partech International

Street Address: 50 California St., Suite 300

City: San Francisco State: CA Zip: 94111

- Individual(s) citizenship U.S.
- 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

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

A. Trademark Application No.(s)

See attached Narrative

78/085,378

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Renee' Diana Sanft

Internal Address: Nutter, McClennen & Fish, LLP

Street Address: World Trade Center West

155 Seaport Boulevard

City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 185

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

141449

160E

DO NOT USE THIS SPACE

9. Signature.

Renee' Diana Sanft

Name of Person Signing

Signature

2/14/03

Date

14

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

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

Attached Narrative

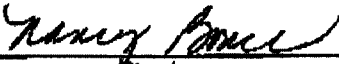
Correction to correct erroneous security interest of Trademark Serial No. 75/085,378 (for the mark TWIN LOTUS) previously recorded on 10/10/01 at Reel 2345, Frame 0692 for the following:

A security interest was erroneously taken in connection with Serial No.75/085,378 (for the mark TWIN LOTUS). It appears the applicant made a typographical error when typing the registration number on the Recordation Cover Sheet. However, the correct serial number 78/085,378 (for the mark NEUTROLIN) appears on Schedule 1-A.

Please remove the security interest from Ser. No. 75/085,378 and apply it to 78/085,378.

1167428.1

10/10/2001  
700007941

FORM PTO-1584 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab Settings ⇌ ⇌ ⇌					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> BIOLINK CORPORATION  <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 MA <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Thomas McKinley, as Collateral Agent</u> Internal Address: <u>Paratech International, Inc.</u> Street Address: <u>50 California St., Suite 3200</u> City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94111</u>  <input checked="" type="checkbox"/> Individual(s) citizenship <u>USA</u> <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____  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		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>September 11, 2001</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>75/028,557; 75/085,378</u>  Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <u>2,178,348; 2,187,533</u>  Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Wilson Sonsini Goodrich &amp; Rosati, PC</u> Internal Address: <u>Attn: Nancy Bouch</u> <u>Senior Corporate Paralegal</u> <u>1117-2B-P7</u> Street Address: <u>650 Page Mill Road</u>  City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u>			<b>6. Total number of applications and registrations involved:</b> ..... <u>4</u>  <b>7. Total fee (37 CFR 3.41) .....</b> \$ <u>115.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>23-2415</u> (3818,085) (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Nancy Bouch</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>October 10, 2001</u>            Date         </div> </div>					
Total number of pages including cover sheet, attachments, and document: <input checked="" type="checkbox"/> 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231					

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 11, 2001, is executed by BIOLINK CORPORATION, a Massachusetts corporation ("Debtor"), in favor of THOMAS MCKINLEY ("Collateral Agent") who is functioning as Collateral Agent on behalf of PARTECH INTERNATIONAL, INC., CANAAN PARTNERS, SPINNAKER CAPITAL LLC, RIVER EDGE PARTNERS, INC., SPRAY VENTURE PARTNERS, L.P. and THOMAS FOGARTY ("Secured Parties").

A. Pursuant to a Security Agreement, dated as of September 11, 2001 (the "Security Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of Section 11(a) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Collateral Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

TRADEMARK

REEL: 002608 FRAME: 0436

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent address is:           THOMAS MCKINLEY, Collateral Agent  
  c/o PARTECH INTERNATIONAL, INC.  
  50 California St., Suite 3200  
  San Francisco, CA 94111

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

BIOLINK CORPORATION

By: [Signature]  
Name: Ronald Woods  
Title: President

**Certificate of Acknowledgment**

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Suffolk )

On 9/7/01, 2001 before me, Binda Pearl  
Notary Public of the Commonwealth of Massachusetts, personally appeared Ronald Woods  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Binda Pearl (Seal)

[Signature page to Grant of Security Interest in Trademarks]

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**

**TRADEMARK APPLICATIONS**

Description	Application Issued	Application No.
CLS	10/21/99	75/828,557
Neutralin	9/25/01	78/085,378

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**

**TRADEMARKS**

Description	Date Issued	Trademark No.
Biolink	8/4/98	2,178,348
Dialock	9/8/98	2,187,533

**SPECIAL POWER OF ATTORNEY**

COMMONWEALTH OF MASSACHUSETTS )  
 )  
 ) ss:  
COUNTY OF )

KNOW ALL PERSONS BY THESE PRESENTS, THAT BIOLINK CORPORATION, a Massachusetts corporation ("Debtor"), pursuant to a Security Agreement dated the date hereof (the "Security Agreement"), between Debtor and PARTECH INTERNATIONAL, INC., CANAAN PARTNERS, SPINNAKER CAPITAL LLC, SPRAY VENTURE PARTNERS, L.P., RIVER EDGE PARTNERS, INC. and THOMAS FOGARTY ("Secured Parties"), hereby appoints and constitutes THOMAS McKINLEY ("Collateral Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

5. For the purpose of evidencing and perfecting Secured Parties' interest in any patent, trademark, copyright or mask work not previously assigned to Secured Parties as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the, purpose of the recording, registering and filing of, or accomplishing any other formality with



respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Parties may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, and is subject to the restrictions on the ability of the Collateral Agent to exercise the powers granted hereunder prior to an "Event of Default" as such term is defined in the Security Agreement. This power of attorney may not be revoked until the payment in full of all "Obligations" as defined in the Note and issued to a certain Note and Warrant Purchase Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

By: [Signature]  
Name: Donald Woods  
Title: President

Dated: September 7, 2001

**Certificate of Acknowledgment**

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Suffolk )

On 9/7/01, 2001 before me, Brenda Pardo, Notary Public of the Commonwealth of Massachusetts, personally appeared Donald Woods, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal  
Signature Brenda Pardo (Seal)

[Signature page to Power of Attorney for Security/Trademarks]