



Form PTO-159 (Rev. 10/02)

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

Tab settings

RECORDS
CENTRAL
FINANCE SECTION

102276103

DEPARTMENT OF COMMERCE
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):

Bioanalytical Systems, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: October 29, 2002

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal

Address:

Street Address: One East Fourth Street

City: Cincinnati State: OH

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Ohio state banking corporation

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)

76/424,603

76/440,731

B. Trademark Registration No.(s)

2,083,635 1,812,820 1,846,636

1,461,414 2,431,031 1,902,141

2,129,333

Additional number(s) attached Yes No

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

Name: Michael J. Kaye

Internal Address: Leagre Chandler & Millard

Street Address: 135 N. Pennsylvania Street

Suite 1400

City: Indpls State: IN Zip: 46204

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Michael J. Kaye
Name of Person Signing

Michael Kaye
Signature

11-04-02
Date

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

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

11/07/2002 00000235 76424603

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Security Agreement**"), dated October 29, 2002 is made by and between BIOANALYTICAL SYSTEMS, INC., an Indiana corporation (the "**Borrower**") and THE PROVIDENT BANK (the "**Bank**");

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement executed between the Borrower and the Bank dated as of October 29, 2002 (as the same may be amended from time to time, the "**Credit Agreement**"), the Bank has agreed to make certain loans and to provide other financial accommodations to the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered to the Bank, a certain General Security Agreement dated as of October 29, 2002 (as the same may be hereafter amended or modified, the "**General Security Agreement**"); and

WHEREAS, in order to perfect the Bank's security interest granted under the General Security Agreement, the Borrower is required to execute and deliver this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby grants to the Bank a continuing security interest in the Trademark Collateral listed on **Schedule 1** hereto, to secure payment, performance and observance of the Obligations; and the Borrower further agrees as follows:

1. **Definitions.** Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the General Security Agreement or, by reference in the General Security Agreement, in the Credit Agreement.

2. **Purpose.** This Trademark Security Agreement has been executed and delivered by the Borrower to the Bank, for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

3. **Incorporation by Reference.** The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the General Security Agreement. The General Security Agreement and all rights and remedies of the Bank thereunder shall remain in full force and effect in accordance with its terms. This Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the General Security Agreement to the same extent and effect as if fully set forth herein, and the General Security Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the General Security Agreement and this Security Agreement, the General Security Agreement shall control.

4. **Counterparts.** This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

BIOANALYTICAL SYSTEMS, INC.

By: Peter T. Kissinger

Its: CHAIR/CEO

STATE OF Indiana)
) SS:
COUNTY OF Spencer)

Before me, a Notary Public in and for said County and State, personally appeared PETER T. KISSINGER known to me to be the CHAIR/CEO of Bioanalytical Systems, Inc., and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 28th day of October, 2002.

Jeri A. Ungersma
Notary Public -Signature

JERI A. UNGERSMA
Notary Public -Printed

My Commission Expires:
July 17, 2008

My County of Residence:
Spencer

ACCEPTED:

THE PROVIDENT BANK

By: Jeffrey A. Salesman VP
Its: Vice President

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey A. Salesman known to me to be a Vice President of The Provident Bank, and acknowledged the execution of the foregoing for and on behalf of said bank.

Witness my hand and Notarial Seal, this 29 day of October, 2002.

Cheryl G. Croghan
Notary Public-Signature

Cheryl G. Croghan
Notary Public -Printed

My Commission Expires:
10-27-2007

My County of Residence:
Marion

SCHEDULE 1**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
BAS (Stylized)	07/29/1997	2,083,635
BAS ANALYTICS (Stylized)	10/13/1987	1,461,414
CHROMGRAPH	12/21/1993	1,812,820
CULEX	02/27/2001	2,431,031
DIGISIM	07/26/1994	1,846,636
EMPIS	Pending (filed 6/21/2002)	76/424,603
EMPIS (and Design)	Pending (filed 8/15/2002)	76/440,731
UNIJET	06/27/1995	1,902,141
VITALSCAN MONITOR (and Design)	01/13/1998	2,129,333