

5-29-03

05-29-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027- (exp. 6/30/2005)



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

LY

Tab settings -> -> ->

102459621

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

1. Name of conveying party(ies):
Comerica Bank-California as successor to Imperial Bank

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

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

2. Name and address of receiving party(ies):
 Name: Chemicon International, Inc.
 Internal Address: _____
 Street Address: 28820 Single Oak Drive
 City: Temecula State: CA ZIP: 92590

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination and Release of Security Interest in Trademark Rights

Execution Date: April 2, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/647,587

B. Trademark Registration No.(s)
2,179,152 ; 1,760,855 ; 2,102,439 ; 2,383,152 ; 2,174,958 ; 1,657,895 ; 2,486,988 ; 1,408,103 ; 2,347,079 ; 2,379,303 ; 2,495,316 ; 2,444,114 ; 2,397,907 ; 2,266,598 ; 1,618,385 ; 2,157,583

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robyn Rahbar, Esq.
 Internal Address: Simpson Thacher & Bartlett
 Street Address: 425 Lexington Avenue
 City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41):\$ 440.00
 Enclosed
 Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

05/30/2003 TDIAZ1 00000007 75647587
 FC:8521 40.00 DP
 FC:8522 400.00 DP

DO NOT USE THIS SPACE

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.

Robyn Rahbar, Esq. Robyn Rahbar 5/28/03
 Name of Person Signing Signature Date

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

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of April 2, 2003, from Comerica Bank-California as successor to Imperial Bank, a California corporation, (the "Lender"), to Chemicon International, Inc., a California corporation with its principal place of business located at 28820 Single Oak Drive, Temecula, CA 92590 ("Chemicon").

WITNESSETH:

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated February 3, 2000, made by Chemicon in favor of the Lender (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Chemicon to Lender in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of February 3, 2000, among the Lender and Chemicon (the "Security Agreement"), Chemicon, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Lender specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on 2/29/2000, at Reel 2044 and Frame 0522 and

and on
2/29/2000 at
Reel 2130
Frame 0230
with respect
to 2,495,316

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

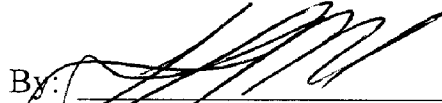
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Chemicon's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Comerica Bank

By: 
Name: STEPHEN M. CUSATO
Title: SENIOR VICE PRESIDENT

STATE OF CALIFORNIA)
)
COUNTY OF SANDIEGO)

SS.:

On this 2ND day of APRIL, 2003, before me personally appeared

Stephen M. Cusato to me known who, being by me duly sworn, did depose and say that
he/she is SR. Vice President of Comerica Bank described herein and which executed
the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority
granted by Comerica Bank

Sharon Lynnette Neal
Notary Public

(Affix Seal Below)



Schedule A

U.S. Trademark Applications

Title	Application Number
QCM	75/647587
OligoDetect	75/616179

U.S. Trademark Registrations

Title	Registration Number
Aqua Gene	2179152
AquaLite	1760855
Captagene	2102439
Chemflash	2383152
Chemicon	2174958
ESGRO	1657895
Hel-PTES _t	2486988
MonoHaem	1408103
IHC Select	2347079
MitoLight	2379303
OligoDetect	2495316
Omni-Phos	2444114
Quantimatrix	2397907
Quanti-D	2266598
Silenus	1618385
Simulflour	2157583