

08-08-2003



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102519663 TRADEMARKS ONLY

ET 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.

1. Name of conveying party(ies):

Advanced Instruments, Inc.

8-1-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 3, 2003

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal Address:

Address:

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

- Individual(s) citizenship 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)

B. Trademark Registration No.(s) (See Attached Sheet)

Additional number(s) attached Yes No

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

Name: Matthew P. Doring

Internal Address: Hinckley, Allen & Snyder LLP

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed with 2/19/03 Letter Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Matthew P. Doring, Esquire Name of Person Signing

Signature

August 1, 2003 Date

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

11

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

TRADEMARK REEL: 002797 FRAME: 0064

CONTINUATION OF ITEM 4

RECORDATION FORM COVER SHEET  
LISTING OF TRADEMARK REGISTRATIONS

**4.B. TRADEMARK REGISTRATIONS**

STAT-ANALYZER	75113832	USPTO
BETASCREEN	74656354	USPTO
FLUOROPHOS	73761798	USPTO
FLUOROYELLOW	73761822	USPTO
LACTROL	73804634	USPTO
PHOSPHACHECK	74504144	USPTO
PHOSPHACHECK-N	74703616	USPTO
THERMAZYME	75838177	USPTO
FISKE	72190911	USPTO
HOT-LINE	72226970	USPTO
PROTINOL	75246446	USPTO

2-24-03

RECORDS

Tab settings

To the Honorable Commissioner of Patents

documents or copy thereof.

1. Name of conveying party(ies):

Advanced Instruments Inc.

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

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal Address:

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

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

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7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Matthew P. Doring, Esq. Name of Person Signing

Matthew P. Doring Signature

February 19, 2003 Date

Total number of pages including cover sheet, attachments, and document: 7

02/25/2003 ECDUPER 00000134 75113032

01 Feb 05 02 Feb 05

40.00 BP 250.00 BP

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

RECORDS FINANCE SECTION

CONTINUATION OF ITEM 4

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LISTING OF TRADEMARK REGISTRATIONS

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ADVANCED INSTRUMENTS INC.

COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of February 3, 2003 by ADVANCED INSTRUMENTS INC. a Massachusetts corporation with a principal place of business at 2 Technology Way, Norwood, Massachusetts 02062 ("Assignor") in favor of CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank having an office at 28 State Street, Boston, Massachusetts 02109 (together with its successors and assigns, "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof by and between Assignor, Spiral Biotech, Inc., a Massachusetts corporation and the wholly owned subsidiary of Assignor, and Assignee (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in all of Assignor's assets, including, without limitation, the intellectual property described on Schedule A to secure, *inter alia*, the payment and performance of the Obligations (as defined in the Security Agreement); and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee's own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Trademarks").

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all U.S. trademarks owned by Assignor and (b) all U.S. applications pending for registration of trademarks owned by Assignor .

(iv) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons.

(vii) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Credit Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Obligations (as defined in the Security Agreement) have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

ADVANCED INSTRUMENTS INC.

By: John A. Ryder  
John A. Ryder  
Vice President – Sales and Marketing

The Commonwealth of Massachusetts )  
County of Suffolk ) ss

On this 3<sup>rd</sup> day of February, 2003, before me a Notary Public in and for said Commonwealth, duly commissioned and sworn, personally appeared John A. Ryder, Vice President – Sales and Marketing of Advanced Instruments Inc. personally known to me to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.

Matthew P. Doring  
Notary Public  
Matthew P. Doring  
Print Name

My Commission Expires: \_\_\_\_\_

[SEAL]

MATTHEW P. DORING  
Notary Public  
My Commission Expires December 31, 2004



## ADVANCED INSTRUMENTS

## COLLATERAL ASSIGNMENT OF TRADEMARKS

REGISTERED TRADEMARKS

<b>Mark</b>	<b>Registration or Serial No.</b>	<b>Jurisdiction</b>
STAT-ANALYZER	75113832	USPTO
BETASCREEN	74656354	USPTO
FLUOROPHOS	73761798	USPTO
FLUOROYELLOW	73761822	USPTO
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PHOSPHACHECK-N	74703616	USPTO
THERMAZYME	75838177	USPTO
FISKE	72190911	USPTO
HOT-LINE	72226970	USPTO
PROTINOL	75246446	USPTO

**HINCKLEY, ALLEN & SNYDER LLP**

*Attorneys at Law*

February 19, 2003

**VIA CERTIFIED MAIL**  
**NO. 7002 0510 0001 7810 9474**

The Commissioner of Patents and Trademarks  
Box Assignments  
Director-U.S. Patent and Trademark Office  
Washington, D.C. 20231

Re: Recordation of Security Interest in Trademarks: Advanced Instruments, Inc.

Dear Madam:

Enclosed for recordation in the United States Patent and Trademark Office are the following documents with respect to the security interest in certain trademarks granted to Citizens Bank of Massachusetts by Advanced Instruments Inc., a Massachusetts corporation.

1. Recordation Form Cover Sheet;
2. Collateral Trademark Assignment;
3. Recordation fee for 11 properties paid by check no. 58869 for \$290.00; and
4. Post card to be sent by the USPTO upon receipt of items 1-3.

Please contact me if there are any questions.

Very truly yours,



Matthew P. Doring

Enclosures

cc: Paula K. Andrews, Esquire (w/o encl.)

**HINCKLEY, ALLEN & SNYDER LLP**

*Attorneys at Law*

August 1, 2003

**VIA CERTIFIED MAIL**  
**NO. 7000 1530 0005 1244 3748**

U.S. Patent and Trademark Office, Assignment Divisions  
Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS  
2003 AUG -6 AM 10:05  
FINANCE SECTION

Re: Recordation of Security Interest in Trademarks: Advanced Instruments, Inc.  
Document ID No. 102375238

Dear Madam:

Enclosed for recordation in the United States Patent and Trademark Office are the following documents with respect to the security interest in certain trademarks granted to Citizens Bank of Massachusetts by Advanced Instruments Inc., a Massachusetts corporation.

1. Supplemental Recordation Form Cover Sheet;
2. Letter dated July 9, 2003 from Lazena Martin, Examiner at the USPTO, informing of need for supplemental cover sheet and including;
  - a. Original Cover Page dated February 19, 2003 and stamped received by the Office of Public Records on February 24, 2003;
  - b. Collateral Trademark Assignment; and
  - c. Original cover letter from the undersigned dated February 19, 2003
3. Post card to be sent by the USPTO upon receipt of items 1-2.

Please contact me if there are any questions.

Very truly yours,



Matthew P. Doring

Enclosures



JULY 09, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

HINCKLEY, ALLEN & SNYDER LLP  
MATTHEW P. DORING  
28 STATE STREET  
BOSTON, MA 02109



\*102375238A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102375238

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECORDED: 08/01/2003

TRADEMARK  
REEL: 002797 FRAME: 0075