

12/16/03

12-19-2003

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



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

Tab settings

102627765

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

1. Name of conveying party(ies): BANK OF THE WEST, as Collateral Agent for the Lenders (formerly known as United California Bank which was formerly known as Sanwa Bank California)
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
Other CALIFORNIA BANKING CORPORATION
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: BROWN BROTHERS HARRIMAN & CO., as Collateral Agent for the Lenders / Attn: J. Edward Hall
Internal Address:
Street Address: 40 WATER STREET
City: BOSTON State: MA Zip: 02110
[] Individual(s) citizenship
[] Association
[] General Partnership
[X] 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 [X] No

RECORDED
2003 DEC 16 AM 8:45
OPR/FINANCE

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
Other SUBSTITUTION OF COLLATERAL AGENT
Execution Date: JULY 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/375,519
Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) 2,241,679

5. Name and address of party to whom correspondence concerning document should be mailed:
Name REX D. FRAZIER, ESQ.
Internal Address PILLSBURY WINTHROP LLP
Street Address: 725 SOUTH FIGUEROA STREET
City: LOS ANGELES State: CA Zip: 90017-5406

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 16-1805
(Attach duplicate copy of this page if paying by deposit account)

12/18/2003 DBYRNE 00000272 76375519
01 FC:8521 40.00 UP
02 FC:8522 25.00 OP

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.
Signature: REX D. FRAZIER
Name of Person Signing

Date: Dec 11, 2003

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

SUBSTITUTION OF COLLATERAL AGENT

This Substitution of Collateral Agent Agreement ("Agreement") is made as of July 30, 2003 by and among Biomat USA, Inc. ("Biomat"), Bank of the West ("BOW") and Brown Brothers Harriman & Co. ("BBH").

WHEREAS, Biomat USA, Inc., BOW, BBH, Probitas Pharma, S.A., the Subsidiary Guarantors party thereto and SeraCare Technology, Inc. entered into a Paydown and Release Agreement (the "**Paydown Agreement**") dated as of July 30, 2003, attached hereto as Exhibit A;

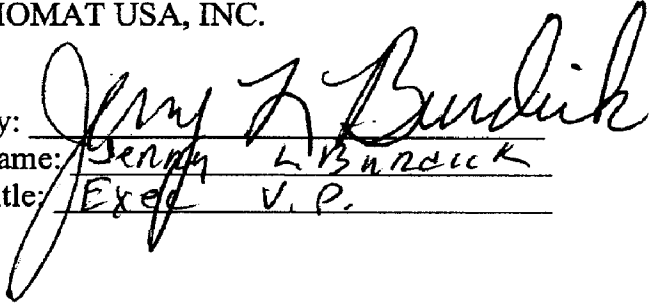
WHEREAS, the conditions precedent in Section 1 of the Paydown Agreement have been satisfied;

NOW THEREFORE, pursuant to the Paydown Agreement, Biomat, BOW and BBH affirm the following:

1. BOW has resigned as Administrative Agent and Collateral Agent; and
2. Concurrently with BOW's resignation, BBH became the Administrative Agent and Collateral Agent and succeeded to all rights, title and interest of BOW and its predecessors (including United California Bank and Sanwa Bank California) under the Loan Documents (including the Supplemental Security Agreement (Trademarks)) and all assignments filed with the Patent and Trademark Office with respect to security interests in trademarks owned by Biomat and its predecessors (including SeraCare Inc.) and granted to BOW and its predecessors (including United California Bank and Sanwa Bank California), including but not limited to:
 - a. Grant of Security Interest from SeraCare, Inc. to United California Bank recorded August 6, 2001 against "SERACARE" (Registration Number 2,241,679, registered April 27, 1999); and
 - b. Grant of Security Interest from SeraCare, Inc. to Sanwa Bank California recorded November 24, 2003 against "BIOMAT USA" (Application Number 76-375,519, filed February 26, 2002).

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: 
Name: Joseph L. Burdick
Title: Exec V.P.

BANK OF THE WEST

By: _____
Name: _____
Title: _____

BROWN BROTHERS HARRIMAN & CO.

By: _____
Name: _____
Title: _____

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: _____
Name: _____
Title: _____

BANK OF THE WEST

By: E Leigh Irwin
Name: E Leigh Irwin
Title: Senior Vice President

BROWN BROTHERS HARRIMAN & CO.

By: _____
Name: _____
Title: _____

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: _____
Name: _____
Title: _____

BANK OF THE WEST

By: _____
Name: _____
Title: _____

BROWN BROTHERS HARRIMAN & CO.

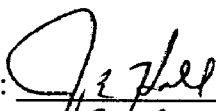
By:  _____
Name: JOSEPH E. HALL
Title: MANAGING DIRECTOR

EXHIBIT A
PAYDOWN AND RELEASE AGREEMENT

Please see attached.

LA1:1019934

TRADEMARK
REEL: 002882 FRAME: 0415

PAYDOWN AND RELEASE AGREEMENT

This Paydown and Release Agreement ("Agreement") is made as of July 30, 2003 by and among (i) Biomat USA, Inc., formerly known as SeraCare, Inc. ("Borrower"), (ii) Probitas Pharma, S.A. ("Probitas"), (iii) each of the signatories hereto under the heading of "Subsidiary Guarantors," (iv) Bank of the West ("BOW") and (v) Brown Brothers Harriman & Co. ("BBH") and together with BOW, the "Lenders" and each a "Lender". This Agreement is made in reference to the facts set forth in the following Recitals, which Borrower represents to the Lenders are true:

Recitals:

A. Borrower is the "Borrower" under that certain Credit Agreement dated as of April 10, 2001, as amended by a First Amendment to Credit Agreement dated as of September 21, 2001, as amended by a Second Amendment to Credit Agreement dated as of February 20, 2002, as amended by a Third Amendment to Credit Agreement dated as of April 21, 2002, as amended by a Fourth Amendment to Credit Agreement dated as of March 31, 2002, as amended by a Fifth Amendment to Credit Agreement dated as of October 1, 2002 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and between the Borrower, the Lenders, the Administrative Agent, the Issuing Bank and the Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Credit Agreement.

B. BOW and the Borrower desire that BOW shall not be a Lender under the Credit Agreement. BBH and the Borrower desire that BBH shall remain as a Lender under the Credit Agreement. Therefore, the parties to this Agreement have agreed that (i) concurrently herewith, the Borrower shall pay to the Administrative Agent all sums owed to BOW under the Loan Documents, solely for BOW's benefit, and which BBH agrees may be paid to BOW on a non-pro rata basis, pursuant to the terms of this Agreement, (ii) BOW shall no longer be a Lender and shall resign as the Administrative Agent, the Issuing Bank and the Collateral Agent, all pursuant to this Agreement, (iii) BBH shall be the sole Lender under the Credit Agreement, as well as become the Administrative Agent, the Issuing Bank and the Collateral Agent, pursuant to this Agreement, (iv) BOW, on the one hand, and the Borrower, Probitas and each Subsidiary Guarantor (defined below), on the other hand, shall provide mutual releases pursuant to this Agreement and (iv) BBH and the Borrower shall amend the terms of the Loan Documents as soon as practicable after the Effective Date (as defined below).

Agreement:

In consideration of the foregoing and the mutual promises set forth below, the parties agree as follows:

1. Conditions to Effectiveness. This Agreement shall become effective, automatically and without the need for any further action upon the satisfaction, on the date (the "Effective Date") each of the following conditions have been satisfied:

a. Receipt by the Administrative Agent in its account identified in Exhibit A hereto of a wire transfer or payment of immediately available funds from the

Borrower, solely for the benefit of BOW on a non-pro rata basis and not for the benefit of BBH, in the aggregate amount of (the "Borrower Payment"), consisting of:

(i) in respect of unpaid principal outstanding to BOW under the Loan Documents (assuming no further loans or repayments are made); and

(ii) in respect of accrued and unpaid interest on such unpaid principal amount, no later than 11:00 a.m. Los Angeles time, on July 30, 2003, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (provided, that, if the Borrower Payment is not paid on such date, the per diem accrual of such interest will be per day); and

(iii) in respect of all sums outstanding, including termination fees, under all Hedge Transactions with BOW as counterparty (BOW agrees to refund any excess once the final amount is determined on the day of breakage); and

(iv) in respect of outstanding costs and expenses of BOW and as of the date hereof, including legal fees, and in respect of estimated costs and expenses of BOW, including legal fees, incurred after the date hereof for the purpose of complying with the transactions described herein.

b. Receipt by the Administrative Agent of a fully-executed counterpart of this Agreement from the Borrower, Probitas, each Material Subsidiary of the Borrower required to execute a Guaranty pursuant to Section 5(a)(2) of the Credit Agreement (each a "Subsidiary Guarantor"), BOW and BBH.

c. Receipt by BBH of a fully-executed counterpart of a control agreement from the Borrower, BOW and BBH perfecting the security interest of BBH, as successor Collateral Agent, in the Borrower's deposit accounts held at BOW as of the Effective Date.

d. Receipt by BBH of the stock certificates and stock powers set forth on Exhibit B hereto.

2. Remaining Borrower Obligations Following Borrower Payment. The parties agree that on the Effective Date, after giving effect to the Borrower Payment referred to in Section 1 above, the remaining indebtedness of the Borrower under the Loan Documents ("the Remaining Obligations") shall consist of in principal, plus interest, costs, expenses and fees accruing before and after the Effective Date, owed to BBH, as the sole remaining Lender and no obligations shall be owed to BOW whatsoever.

3. Consent Regarding Borrower Payment. Each of the Borrower, Probitas, each Subsidiary Guarantor and BBH agrees that, notwithstanding any provision of the Loan Documents to the contrary, receipt of the Borrower Payment by the Administrative Agent shall

be for BOW's benefit only and shall not be shared pro-rata with any other Lender, including BBH.

4. Agreement Regarding Lenders. Upon satisfaction of the conditions precedent in Section 1 above, there shall be no Remaining Obligations to BOW and the parties hereto agree that, as of the Effective Date, BOW shall no longer be a "Lender" under the Loan Documents. The parties hereto agree that BBH's obligations as a Lender to make Loans shall not be modified or increased as a result of BOW no longer being a Lender and that BBH shall have no obligation to make Loans that exceed the amount of BBH's obligations to make Loans that existed immediately prior to the Effective Date.

5. Agreement Regarding Agency Duties. Each of the Borrower, Probitas, each Subsidiary Guarantor, BOW and BBH agrees that:

a. as of the Effective Date, BOW shall cease to be the Administrative Agent, the Issuing Bank and the Collateral Agent under the Loan Documents, and BBH shall concurrently with such resignation become the sole and successor Administrative Agent, Issuing Bank and Collateral Agent thereunder. Notwithstanding this Section 5, BBH shall not assume nor shall BBH be responsible for any liabilities, responsibilities or other obligations of BOW arising prior to the Effective Date with respect to BOW acting in its capacity as the Administrative Agent, the Issuing Bank or the Collateral Agent, or as a Lender, under the Loan Documents.

b. as of the Effective Date, BBH or its representatives shall be authorized to deliver and file, without BOW's signature, all Uniform Commercial Code amendments and United States Patent and Trademark Office filings as may be required in order to identify BBH as Collateral Agent with respect to all liens, pledges, and security interests of any kind arising in connection with the Loan Documents. As of the Effective Date (or, to the extent not practicable, within a reasonable period of time thereafter), the Collateral Agent shall forward (i) the original and fully executed and/or endorsed Loan Documents and (ii) any possessory collateral in its possession, in each case without recourse, representation or warranty of any kind, each to BBH by overnight delivery to: 40 Water Street, Boston, Massachusetts 02110, Attention: J. Edward Hall. The Borrower hereby authorizes such delivery of possessory collateral by the Collateral Agent to BBH.

c. as reasonably requested, BOW shall execute acknowledgements to notices to warehouses of security interests that BBH shall prepare with respect to Collateral held at warehouses.

6. Subordination Agreement. Probitas hereby reaffirms its respective obligations under the Subordination Agreement dated as of December 31, 2001 by and between Probitas and the Administrative Agent, and specifically acknowledges the provisions of Section 3(d) thereof with respect to subrogation.

7.

[REDACTED AT REQUEST OF BORROWER]

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[REDACTED AT REQUEST OF BORROWER]

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TRADEMARK
REEL: 002882 FRAME: 0420

8. Miscellaneous.

a. All terms of the Loan Documents, including but not limited to the Credit Agreement, the promissory notes evidencing the Loans, the Security Documents (including the Subsidiary Security Agreement defined below), the Guaranties (including the Probitas Guaranty and the Subsidiary Guaranty, each defined below), the L/C Documents and each subordination agreement executed by an Affiliate of the Borrower in favor of the Administrative Agent, as well as the ancillary documents set forth as Exhibit C hereto, shall remain unchanged and in full force and effect except as expressly contemplated hereby, and each of the Borrower, the Subsidiary Guarantors and Probitas hereby ratifies and affirms the terms thereof and their respective representations and warranties.

b. By signing below where indicated, Probitas hereby ratifies and affirms the terms of that certain Continuing Guaranty dated as of September 25, 2001 (the "Probitas Guaranty") executed by Probitas in favor of BOW as the Administrative Agent and confirms that all of the representations and warranties set forth in the Probitas Guaranty remain accurate and correct as of the date hereof in all material respects.

c. By signing below where indicated, each of the Subsidiary Guarantors ratifies and affirms the terms of (i) that certain Continuing Guaranty dated as of April 20, 2001 (the "Subsidiary Guaranty") and (ii) that certain Security Agreement dated as of April 10, 2001 (the "Subsidiary Security Agreement"), each executed by the Subsidiary Guarantors in favor of BOW as the Administrative Agent, and confirms that (x) each Subsidiary Guarantor is in the process of being liquidated or dissolved pursuant to that certain Consent dated June 30, 2002 among the parties hereto, (y) no Subsidiary Guarantor is doing business and (z) no Subsidiary Guarantor has assets of any material nature, each as of the date hereof.

d. The Borrower agrees that it shall be responsible for, and shall pay forthwith all recording, filing and other costs, fees and expenses (including legal fees and costs) incurred by each of BOW (but only to the extent set forth in Section 1(a)(iv) hereof) and BBH in the performance of this Agreement and in connection with any amendments or other modifications contemporaneously herewith to the Credit Agreement and any of the other documents, certificates, instruments, exhibits, and agreements referenced therein or in connection therewith.

e. The Borrower hereby represents and warrants, and based upon such representation and warranty the Borrower and BBH hereby agree, that the only Approved Storage Facility is American Cold Storage, Inc., 607 Industry Road, Louisville, Kentucky 40201-2287.

9. Revival Clause. If the incurring of any debt or the payment of money or transfer of property made to BOW by or on behalf of Borrower, Probitas or any Subsidiary Guarantor should for any reason subsequently be declared to be "fraudulent" or "preferential" within the

meaning of any state or federal law relating to creditors' rights, including, without limitation, fraudulent conveyances, preferences or otherwise voidable or recoverable payments of money or transfers of property, in whole or in part, for any reason (collectively, "Voidable Transfers") under the Bankruptcy Code or any other federal or state law, and BOW is required to repay or restore any such Voidable Transfer or the amount or any portion thereof, or upon the advice of their in-house counsel or outside counsel are advised to do so, then, as to such Voidable Transfer or the amount repaid or restored (including all reasonable costs, expenses and attorneys' fees of BOW related thereto), the liability of the Borrower, Probitas and the Subsidiary Guarantors under the Loan Documents, and all of BOW's rights and remedies under the Loan Documents shall automatically be revived, reinstated and restored and shall exist as though such Voidable Transfer had never been made, to the extent of any harm to BOW.

10. Notices. All notices and other communications given under this Agreement shall be in writing (including facsimile), and mailed, delivered or sent by facsimile as follows: if to BOW, to: Bank of the West, Attention: Kathee Stone, 300 South Grand Avenue, 5th Floor, Los Angeles, California 90071, Facsimile: (213) 972-0408; if to the Borrower, Probitas or any Subsidiary Guarantor, as provided in the Loan Documents; and if to BBH, to: Brown Brothers Harriman & Co., 40 Water Street, Boston, Massachusetts 02110, Attention: J. Edward Hall, Facsimile: (617) 772-1130.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof and thereof in any way. Notwithstanding the preceding sentence and subject to Section 2 hereof setting forth the Remaining Obligations as of the Effective Date, (i) the Borrower acknowledges that, except as expressly provided herein, its obligations under the Credit Agreement and all documents executed in connection therewith are and shall continue to be in full force and effect and are ratified and confirmed in all respects and (ii) Probitas and each Subsidiary Guarantor acknowledges that, except as expressly provided herein, its obligations under its respective Guaranty and all documents executed in connection therewith are and shall continue to be in full force and effect and are ratified and confirmed in all respects.

13. Further Assurances. Each of the parties hereto agrees to execute and deliver to each other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its choice of law rules.

15. Execution and Delivery. This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Counterparts of this Agreement may be delivered by facsimile, and shall be considered delivered when so transmitted to each other party.

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: Barry Plost
Name: BARRY PLOST
Title: President

BANK OF THE WEST

By: _____
Name: _____
Title: _____

BROWN BROTHERS HARRIMAN & CO.

By: _____
Name: _____
Title: _____

PROBITAS PHARMA, S.A.

By: _____
Name: _____
Title: _____

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: _____
Name: _____
Title: _____

BANK OF THE WEST

By: Kathleen Stone
Name: KATHLEEN STONE
Title: VICE PRESIDENT

BROWN BROTHERS HARRIMAN & CO.

By: _____
Name: _____
Title: _____

PROBITAS PHARMA, S.A.

By: _____
Name: _____
Title: _____

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: _____
Name: _____
Title: _____

BANK OF THE WEST

By: _____
Name: _____
Title: _____

BROWN BROTHERS HARRIMAN & CO.

By: J E Hall
Name: JOSEPH E. HALL
Title: MANAGING DIRECTOR

PROBITAS PHARMA, S.A.

By: _____
Name: _____
Title: _____

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

BIOMAT USA, INC.

By: _____
Name: _____
Title: _____

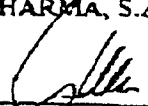
BANK OF THE WEST

By: _____
Name: _____
Title: _____

BROWN BROTHERS HARRIMAN & CO.

By: _____
Name: _____
Title: _____

PROBITAS PHARMA, S.A.

By:  _____
Name: VICTOR GRIOLS
Title: PRESIDENT AND CEO

"SUBSIDIARY GUARANTORS"

AMERICAN PLASMA, INC.

By: Barry Plot
Name: Barry Plot
Title: President

AVRE, INC.

By: Barry Plot
Name: Barry Plot
Title: President

BHM LABS, INC.

By: Barry Plot
Name: Barry Plot
Title: President

BINARY ASSOCIATES, INC.

By: Barry Plot
Name: Barry Plot
Title: President

SERACARE ACQUISITIONS, INC.

By: Barry Plot
Name: Barry Plot
Title: President

SERACARE TECHNOLOGY, INC.

By: Bruce Platt
Name: Bruce Platt
Title: President

[REDACTED AT REQUEST OF BORROWER]

[REDACTED AT REQUEST OF BORROWER]

[REDACTED AT REQUEST OF BORROWER]