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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):

HyClone Laboratories, 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: 01/23/2004

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG, New York Branch

Internal

Address:

Street Address: 60 Wall Street, 43rd Floor

City: New York State: NY Zip: 10005

- 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

TRADEMARK FEE PROCESS RECEIVED
JAN 29 12:00 PM '04
U.S. DEPARTMENT OF COMMERCE
PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional number(s) attached Yes No

1714569

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

Name: Johanna Schmitt, Esq.

Internal Address: O'Melveny & Myers LLP

Street Address: 153 East 53rd Street

City: New York State: NY Zip: 10022

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:

DO NOT USE THIS SPACE

9. Signature.

Johanna Schmitt

Name of Person Signing

Signature

January 28, 2004

Date

Total number of pages including cover sheet, attachments, and document: 9

02/17/2004 LINDSEY 00000168 1714569

01 FC:0521
02 FC:0522

40.00 OP
200.00 OP

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

TRADEMARK
REEL: 002914 FRAME: 0438

SCHEDULE A

TRADEMARKS OWNED BY GRANTOR HYCLONE LABORATORIES, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
FETALCLONE	9/8/1992	1,714,569
SPLIT CIRCLE DESIGN	2/22/1994	1,822,174
FUNNEL POUCH	3/29/1994	1,829,054
COSMIC CALF	5/10/1994	1,835,076
HYQ-CCM	10/11/1994	1,857,412
SPLIT CIRCLE DESIGN	11/15/1994	1,862,807
HYQTAINER	11/29/1994	1,864,737
HYQ (STYLIZED)	1/10/1995	1,873,013
HYCLONE	9/3/2002	2,614,728

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Australia	HYQ	7/2/1992	591709
Australia	HYQ	7/2/1992	581710
Australia	HYQ-CCM	9/24/1993	612311
Australia	HYQ-CCM	9/24/1993	612312
Australia	HYCLONE	1/15/2002	900369
Austria	HYQ	11/19/1992	144920
Austria	HYCLONE'S FETALCLONE	11/19/1992	144926
Austria	HYQ-CCM	3/16/1994	151638
Benelux	HYQ	6/26/1993	520697
Benelux	HYQ-CCM	9/22/1993	544002
Benelux	FETALCLONE	12/21/1990	1634727
Canada	HYCLONE	2/28/1986	TMA311765
Canada	FETALCLONE	5/7/1993	TMA412007

NY1:1488267.1

TRADEMARK
REEL: 002914 FRAME: 0439

Canada	HYQ (STYLIZED)	5/13/1994	TMA427224
Canada	FUNNEL POUCH	5/13/1994	TMA427225
Canada	HYQ-CCM	12/29/1995	TMA452403
Denmark	HYQ	1/14/1994	00174
Denmark	HYQ-CCM	7/8/1994	04488/1994
Denmark	FETALCLONE	10/22/1993	07386/1993
Finland	FETALCLONE	11/20/1992	123218
Finland	HYQ	5/21/1993	126543
Finland	HYQ-CCM	11/21/1994	134751
France	HYCLONE	3/1/1995	1300897
France	FETALCLONE	12/21/1990	1634727
France	HYQ	12/24/1992	92425291
Germany	HYCLONE	10/11/2002	30157163
Japan	FETALCLONE	8/31/1993	2564695
Japan	FUNNEL POUCH	3/31/1995	3029659
Japan	FUNNEL POUCH	3/31/1995	3031098
Japan	HYQ	3/31/1995	3031099
Japan	HYQ	3/31/1995	3031100
Japan	HYCLONE	3/7/2003	4650791
Norway	FETALCLONE	2/25/1993	155283
Norway	HYQ	4/28/1994	162299
Norway	HYQ-CCM	8/6/1995	168080
Sweden	FETALCLONE	7/24/1992	0237934
Sweden	HYQ	1/12/1993	0246597
Sweden	HYQ-CCM	3/31/1993	0257024
Switzerland	HYCLONE'S FETALCLONE	6/22/1992	393875
Switzerland	FUNNEL POUCH	2/9/1993	399456
Switzerland	HYQ	2/9/1993	399485
United Kingdom	HYCLONE	2/8/1991	1237106

Non-U.S. Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
European Union (CTM)	BPC	2/13/2003	3051571
Japan	BPC	1/9/2003	2003-001190
Japan	BPC	6/16/2003	2003-049465

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HyClone Laboratories, Inc., a corporation organized under the laws of the State of Utah, with offices at 925 West 1800 South, Logan, Utah 84321 (“Grantor”), owns and uses in its business, various intangible assets, including the Trademarks (as defined in the Guarantee and Collateral Agreement dated as of February 14, 2003, among Fisher Scientific International Inc., Fisher Scientific Company L.L.C., certain other subsidiaries of Fisher Scientific International Inc., and Deutsche Bank AG, New York Branch (successor-in-interest to JPMorgan Chase Bank), as Collateral Agent (the “Collateral Agreement”)); and

WHEREAS, Grantor has entered into the Supplement No. 1 dated as of December 30, 2003 to the Collateral Agreement, among Deutsche Bank AG, New York Branch (in such capacity, “Secured Party”), Pierce Milwaukee, Inc., and Pierce Biotechnology, Inc., (the “Supplement No. 1”), pursuant to which Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties (as defined in the Collateral Agreement), a security interest in, all of its right, title or interest in and to all the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions of the Collateral Agreement, as supplemented by the Supplement No. 1, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to all the Trademarks, specifically identified in Schedule A.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks are more fully set forth in the Collateral Agreement, as supplemented by the Supplement No. 1, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

To the extent any provision of this Grant of Trademark Security Interest conflicts with a provision in the Collateral Agreement or the Supplement No. 1, the applicable provision in Collateral Agreement or the Supplement No. 1, as the case may be, shall govern.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23rd day of January, 2004.

HYCLONE LABORATORIES INC.

By: 
Name: Todd M. DuChene
Title: Vice President

STATE OF New Hampshire,
COUNTY OF Rockingham)

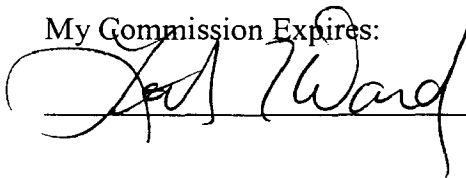
The foregoing instrument was acknowledged before me this 23rd day of January, 2004, by Todd M. DuChene, the VP of HyClone Laboratories, Inc., on behalf of HyClone Laboratories, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
[State] NH

[S E A L]

My Commission Expires:



Lee Ann Ward
Notary Public
My Commission Expires:
October 10, 2006

DEUTSCHE BANK AG, NEW YORK
BRANCH

By: Scotty Lindsey
Name: Scotty Lindsey
Title: Vice President

By: Diane F. Rolfe
Name: Diane F. Rolfe
Title: Vice President

STATE OF new York)
COUNTY OF new York)

On _____, before me, Richard Roel, a Notary Public in and for said State, personally appeared Scotty Lindsey and Diane F. Rolfe, each 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 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Richard Roel (Seal)

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Certificate Filed in New York County
Expires April 18, 2006

SCHEDULE A

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Canada	FETALCLONE	5/7/1993	TMA412007

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REEL: 002914 FRAME: 0445

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Canada	FUNNEL POUCH	5/13/1994	TMA427225
Canada	HYQ-CCM	12/29/1995	TMA452403
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Denmark	HYQ-CCM	7/8/1994	04488/1994
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Switzerland	FUNNEL POUCH	2/9/1993	399456
Switzerland	HYQ	2/9/1993	399485
United Kingdom	HYCLONE	2/8/1991	1237106

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Japan	BPC	6/16/2003	2003-049465