

Form PTO-1594 (Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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02-23-2004



102674204

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

2. LF 04

To the Honorable Commission

Attached original documents or copy thereof.

1. Name of conveying party(ies):
American Biophysics Corp.

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

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation
Internal _____
Address: _____

Street Address: One Federal Street
City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island corporation
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/11/04

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

A. Trademark Application No.(s) _____
see attached

B. Trademark Registration No.(s) _____
see attached

Additional number(s) attached Yes No

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

Name: Adam M. Grandy, Legal Assistant
Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: **17**

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16/0085

DO NOT USE THIS SPACE

9. Signature.

Adam M. Grandy
Name of Person Signing

Signature

02/17/04
Date

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

02/20/2004 LMUELLER 00000164 76435452
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

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

TRADEMARK
REEL: 002916 FRAME: 0217

4.A. Trademark Application Numbers:

TRADEMARK	Application No.	Owner
LUREX	76/435,452	American Biophysics Corp.
FATAL ATTRACTION FOR MOSQUITOES	76/487,933	American Biophysics Corp.
LUREVAC	78/316,717	American Biophysics Corp.
Mosquito Design (Spiral)	78/316,731	American Biophysics Corp.

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Owner
TAKING BACK NEIGHBOR-HOODS ONE YARD AT A TIME	2,572,949	American Biophysics Corp.
AMERICAN BIOPHYSICS	2,726,322	American Biophysics Corp.

TRADEMARKS SECURITY AGREEMENT

WHEREAS American Biophysics Corp. (the "Pledgor"), a Delaware corporation whose principal place of business is located at American Biophysics Corp., 140 Frenchtown Road, North Kingstown, Rhode Island 02852 is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS Pledgor has entered into that certain Amended and Restated Credit and Security Agreement dated as of February 11, 2004 (as amended, modified and supplemented from time to time, the "Credit Agreement") among the Pledgor, the Guarantors (as defined in the Credit Agreement) from time to time party thereto, the Lenders (as defined in the Credit Agreement) from time to time party thereto, and Fleet Capital Corporation, as Administrative Agent and Collateral Agent (the "Agent"), pursuant to which the Pledgor has granted to the Agent for the benefit of the Lenders a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent, for the benefit of the Lenders, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the Lenders, a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

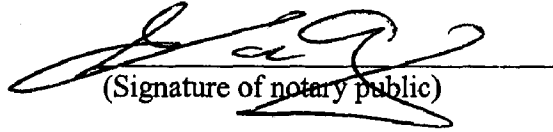
This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

Commonwealth of Massachusetts

County of Suffolk

On this 11th day of February, 2004, before me personally appeared Jeffrey C. Adam, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of American Biophysics Corp. with authority to do so.



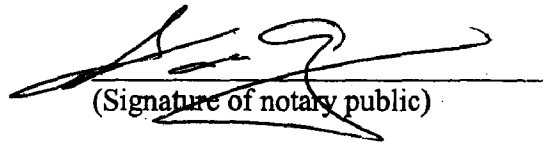
(Signature of notary public)

My commission expires: April 11, 2008

Commonwealth of Massachusetts

County of Suffolk

On this 11th day of February 2004, before me personally appeared Matthew T. O'Keefe the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.



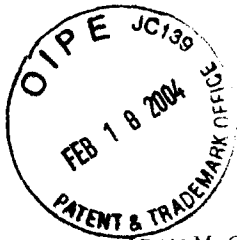
(Signature of notary public)

My commission expires: April 11, 2008

SCHEDULE A

Trademarks

<u>TRADEMARK</u>	<u>STATUS</u>	<u>APP./REG. NO.</u>
TAKING BACK NEIGHBOR-HOODS ONE YARD AT A TIME	Registered May 28, 2002	Reg. No. 2,572,949
AMERICAN BIOPHYSICS	Registered June 17, 2003	Reg. No. 2,726,322
LUREX	Pending	Application Ser. No. 76/435,452
FATAL ATTRACTION FOR MOSQUITOES	Pending	Application Ser. No. 76/487,933
LUREVAC	Pending - Allowed	Application Ser. No. 78/316,717
Mosquito Design (Spiral)	Pending	Application Ser. No. 78/316,731



PALMER & DODGE LLP

111 HUNTINGTON AVENUE AT PRUDENTIAL CENTER
BOSTON, MA 02199-7613

ADAM M. GRANDY
617.239.0632
agrandy@palmerdodge.com

February 17, 2004

By Overnight Mail

Commissioner of Patents & Trademarks
United States Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

Re: American Biophysics Corp.

Dear Sir/Madam:

Enclosed for recording, please find a Trademarks Security Agreement between American Biophysics Corp. and Fleet Capital Corporation.

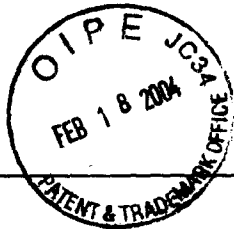
A cover sheet as required under 37 C.F.R. §3.31 and a check to cover the recording fee is enclosed. If the fee is insufficient, the balance may be charged to the deposit account of the undersigned, Deposit Account No. 16/0085.

I look forward to return of the document after recordation. Please return said document to my attention at the letterhead address. Please feel free to contact me at the above number if you have any questions.

Regards,

Adam M. Grandy
Legal Assistant
Enclosures

cc: Matthew V.P. McTygue



02-23-2004

2.18.04

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

DOCKET NO.: 4569-013TM



To the Honorable Commissioner of P

102674205

al documents or copy thereto:

1. Name of conveying party(ies):

HEALTHCARE TECHNOLOGY LIMITED
City Gates, 2-4 Southgate
Chichester, P019 2DJ
United Kingdom

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other UK Corporation

Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies):

Name: HEALTHCARE TECHNOLOGY LIMITED

Dragon House, Hussar Court
Waterlooville,
Hampshire PO7 7SF
United Kingdom

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

3. Nature of conveyance:

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

Execution Date: January 21, 2004

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

A. Trademark Application No(s).

B. Trademark Registration No.(s) 1, 815, 389

Additional numbers attached? Yes No

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

Name: Jeffrey H. Greger
LOWE HAUPTMAN GILMAN & BERNER

Street Address: 1700 Diagonal Road, Suite 300
City: Alexandria State: VA ZIP: 22314

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)

- Enclosed check in the amount of 40.00
- Charge to Deposit Account

8. Deposit account number: 07-1337

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.

JEFFREY H. GREGER

Signature

Date

Total number of pages including cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

02/20/2004 LNUELLER 00000165 1815389

01 FC:0521

40.00 00

TRADEMARK
REEL: 002916 FRAME: 0224

**SUPPORTING DOCUMENTATION FOR TRADEMARK
CHANGE OF NAME DOCUMENTS IS**

NO LONGER REQUIRED

UNDER THE

TRADEMARK LAW TREATY ACT

EFFECTIVE

OCTOBER 30, 1999