

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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: Gamma Biologicals, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Texas [] Other Additional name of conveying parties attached? [] Yes [X] No 3. Nature of conveyance: [] Assignment [X] Merger [] Security Agreement [] Change of Name [] Other Execution Date: September 21, 1998

2. Name and address of receiving party: Name: Immucor, Inc. Address: 3130 Gateway Drive Internal Address: City: Norcross State: Georgia Zip: 30071 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Georgia [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

4. Application numbers or registration numbers: A. Trademark Application No. None. B. Trademark Registration Nos. 1,318,802 1,310,649 1,374,596 1,484,882 1,442,600 Additional numbers attached [] Yes [X] No

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$ 140.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 19-4409 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: J. David Wharton Internal Address: Stinson Morrison Hecker LLP Street Address: 1201 Walnut Street City: Kansas City State: Missouri Zip: 64106-2150

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. J. David Wharton Name of Person Signing [Signature] Signature 2-11-05 Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 194409 1318802

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of September 21, 1998 (this "Agreement"), is made by and among IMMUCOR, INC., a Georgia corporation ("Parent"), GAMMA ACQUISITION CORPORATION, a Texas corporation and wholly owned subsidiary of Parent ("Merger Sub"), and GAMMA BIOLOGICALS, INC., a Texas corporation (the "Company").

In consideration of the respective representations, warranties, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I.

THE TENDER OFFER AND MERGER

Section 1.01 Tender Offer

(a) As promptly as practicable, but in no event later than five business days after the public announcement of the execution of this Agreement, Merger Sub will, and Parent will cause Merger Sub to, offer to purchase (the "Offer") each outstanding share of Common Stock, \$.10 par value (the "Common Stock"), of the Company, including the associated Company Right (as defined in Section 3.06) (together with the Company Right, "Company Stock"), tendered pursuant to the Offer at a price of \$5.40 per share, net to the seller in cash. The obligations of Merger Sub and Parent to consummate the Offer and to accept for payment and purchase the Company Stock tendered in the Offer will be subject only to the conditions set forth in Schedule 1.01(a) (Offer Conditions) (the "Offer Conditions"). The expiration date of the Offer shall be twenty (20) business days after commencement. Parent and Merger Sub agree that if all of the Offer Conditions are not satisfied on such initial expiration date then, provided that Parent determines that all Offer Conditions are reasonably capable of being satisfied and subject to Securities and Exchange Commission (the "SEC") rules with respect to extension of time periods, Merger Sub may extend the Offer from time to time until all Offer Conditions have been satisfied or waived. Parent and Merger Sub agree that upon the expiration date of the Offer, as the same may be extended in accordance with the immediately preceding sentence, if all Offer Conditions have been satisfied, Merger Sub shall accept the shares of Company Stock properly tendered for purchase, subject to the right to extend the Offer not more than ten (10) business days in the aggregate if less than 90% of the Company Stock have been properly tendered, such 90% to be calculated after giving effect to the conversion of any securities convertible into Common Stock, and the exercise of any options, warrants or other rights to acquire Common Stock.

(b) On the date of the commencement of the Offer, Merger Sub and Parent will file with the SEC their Tender Offer Statement on Schedule 14D-1 (together with all supplements or amendments thereto, and including all exhibits, the "Offer Documents"). Merger Sub and Parent will give the Company and its counsel a reasonable opportunity to review and comment upon the Offer Documents prior to their being filed with the SEC or disseminated to the

information required to be maintained by the Company pursuant to Section 820 of Title 21 of the Code of Federal Regulations ("CFR") or 21 CFR Section 211.

(b) The Company and its Subsidiaries have obtained all consents, approvals, certifications, authorizations, and permits of, and have made all filings with, or notifications to, the FDA and all other drug and medical device regulatory agencies pursuant to applicable requirements of all FDA laws, rules, and regulations, and all corresponding state and foreign laws, rules, and regulations applicable to the Company and its Subsidiaries. All representations made by the Company or any of its Subsidiaries in connection with any such consents, approvals, certifications, authorizations, permits, filings, and notifications were true and correct in all material respects at the time such representations were made, and the products of the Company and its Subsidiaries comply with, and perform in accordance with the specifications described in, such representations. The Company and its Subsidiaries are in all material respects in compliance with all applicable FDA laws, rules, and regulations, and all corresponding applicable state and foreign laws, rules, and regulations (including Good Manufacturing Practices, as defined in 21 CFR Parts 210, 211, and 820, Medical Device Reporting requirements, and Adverse Experience Reporting) applicable to the business of the Company. The Company has not received any notice that any of the consents, approvals, certifications, authorizations, registrations, permits, filings, or notifications that it has received or made to operate its business have been or are being revoked or challenged. Except as set forth on Section 3.18 of the Company Disclosure Schedule, to the knowledge of the Company, there are no investigations or inquiries pending, and there is no threat of any investigation or inquiry, by the FDA or any other drug and medical device regulatory agency relating to the operation of the business of the Company and its Subsidiaries or its compliance with FDA laws, rules, and regulations, and corresponding state and foreign laws, rules, and regulations, applicable to the business of the Company and its Subsidiaries. None of the matters set forth on Section 3.18 of the Company Disclosure Schedule is reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.19 Intellectual Property Rights.

(a) Section 3.19 of the Company Disclosure Schedule lists each of the following items that are related to the business of the Company and its Subsidiaries: (i) patents and applications therefor, registrations of trademarks (including service marks) and applications therefor, and registrations of copyrights and applications therefor that are owned by the Company or any of its Subsidiaries, (ii) unexpired licenses relating to Intellectual Property Rights (as defined in paragraph (d) of this Section 3.19) that have been granted to or by the Company or any of its Subsidiaries, and (iii) other agreements relating to Intellectual Property Rights (as defined below).

(b) The Company and its Subsidiaries collectively own or have the right to use all of the Intellectual Property Rights that are used in the conduct of the business of the Company and its Subsidiaries. Except as set forth in Section 3.19 of the Company Disclosure Schedule, such ownership and right to use are free and clear of all Liens, claims, and rights of third parties. Except as set forth in Section 3.19 of the Company Disclosure Schedule, such ownership and right to use will not be affected by the consummation of the Offer, the Merger, or by any of the

transactions contemplated herein whether because of non-assignment provisions, change of control provisions, or otherwise. The Company and its Subsidiaries have the right to license to others the use of all Intellectual Property Rights owned by them.

(c) Except as set forth on Section 3.19 of the Company Disclosure Schedule, to the knowledge of the Company there are no material allegations or claims that any product or process manufactured, used, sold, or under development by or for the Company or its Subsidiaries infringes on the Intellectual Property Rights of any third party, and no challenges to the validity, ownership, or right to use or license by the Company or any of its Subsidiaries of any of the Intellectual Property Rights owned, used, or licensed by the Company or any of its Subsidiaries.

(d) As used in this Agreement, the term "Intellectual Property Rights" includes patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, and proprietary trade names, publication rights, computer programs (including source codes and object codes), inventions, know how, trade secrets, technology, processes, and formulae.

Section 3.20 Environmental Protection

(a) As used in this Agreement, each of the following terms has the indicated meaning:

(i) "Company Real Property" means the real property now or formerly owned or leased by the Company or any of its Subsidiaries, except as otherwise expressly limited where the term is used.

(ii) "Environmental Law" means federal, state, local, or foreign laws, statutes, rules, regulations, and ordinances relating to the protection of the environment.

(iii) "Hazardous Material" means any hazardous, toxic, or dangerous substance defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or any other Environmental Law.

(b) Except as set forth on Section 3.20 of the Company Disclosure Schedule:

(i) The Company and each of its Subsidiaries is and has been in compliance with all applicable Environmental Laws, except for any such non-compliance which has been cured and for which neither the Company nor any of its Subsidiaries has any further liability or obligation.

(ii) Neither the Company nor any of its Subsidiaries has treated, stored, disposed of, or released any Hazardous Material on Company Real Property in violation of any applicable Environmental Laws, and, to the knowledge of the Company, none of the conditions at the Company Real Property is reasonably likely to give rise to any remedial obligation of the Company or any of its Subsidiaries under any Environmental Laws.

Schedule 3.19
Intellectual Property

- (a) See attached.
- (b) Liens, Claims and Rights of Third Parties.
See Schedule 3.12, Company Material Effects.
- (c) Material Allegations or Claims of Infringement.
See Schedule 3.12, Company Material Adverse Effects.

GAMMA BIOLOGICALS, INC.
 TRADEMARK AND PATENT INFORMATION
 SEPTEMBER 17, 1998

PATENTS GRANTED - GAMMA BIOLOGICALS, INC.						
FILE NO.	NAME OF PATENT	PAT. NO./GRANT DATE	COUNTRY	EXPIRY DATE (Assuming Payment of Annuities)		
GAMA:007	Affinity-Purified Antibody Reagent for Use in Modified Indirect Antiglobulin Test Method	424,610 filed 9/27/82	U.S.		To go abandoned.	
GAMA:012	Immunoassay System and Method	546,345 filed 10/28/83	U.S.			
GAMA:01B	Method and Apparatus for Blood Grouping	546,854 filed 10/31/83	U.S.			
GAMA:019	Blood Grouping Device	546,855 filed 10/31/83	U.S.		issue fee paid 1/9/86	
GAMA:020	BIOLOGICAL FLUID ASSAY SYSTEM (STS-M)	4,683,120 07/28/87	U.S.	07/28/04 (Next Annuity Date 12/8/95)		
GAMA:042	BIOLOGICAL FLUID ASSAY SYSTEM (STS-M)	4,837,180 09/06/89	U.S.	6/6/2006 (Next Annuity Date 02/05/92)	Lapsed per notation 6/6/93	
GAMA:056	Method and Apparatus useful for Bloodgroup Antigens and Antibodies	5,665,558 09/09/97	U.S.	9/09/2014 (Next Annuity Date) 09/09/2000	Per Melinda Patterson's office 713 787-1592	

GAMMA BIOLOGICALS, INC.
TRADEMARK AND PATENT INFORMATION
SEPTEMBER 17, 1998

REGISTERED TRADEMARKS - GAMMA BIOLOGICALS, INC.

FILE NO.	TRADEMARK NAME	REG. NO.	REG. DATE	RENEWAL DATE*	Comments
GAMA:021	GAMMA	1,318,802	2/12/85	2/12/03	
GAMA:023	GAMMA (Stylized)	1,310,649	12/25/84	12/25/04	
GAMA:024	MICROTEAR	1,353,765	8/13/85	8/13/05	
GAMA:025	GAMMA ROC	1,310,655	12/25/84	12/25/04	
GAMA:026	FICIN-DUJET	1,092,596	6/6/78	6/6/98	not renewed
GAMA:027	FICIN-POOL	1,093,033	6/13/78	6/13/98	not renewed
GAMA:028	FICIN PANEL	1,093,034	6/13/78	6/13/98	not renewed
GAMA:029	GAMMA ELU-KIT	1,100,458	8/28/78	8/28/98	not renewed
GAMA:030	GAMMA ROC-COOMBS	1,101,101	9/5/78	9/5/98	not renewed
GAMA:031	GAMMA ROC-III	1,101,102	9/5/78	9/5/98	not renewed
GAMA:032	RST-SERIES	1,198,383	6/22/82	6/22/02	
GAMA:033	MICRO-U	1,345,791	7/2/85	7/2/05	
GAMA:034	GAMMA	1,374,596	12/10/85	12/10/05	renewed
GAMA:035	GAMMA-CLONE	1,442,600	6/16/87	08/16/07**	
GAMA:040	N-HANCE	1,448,115	7/21/87	07/21/07**	
GAMA:043	GAMMA-CLONE	1,484,892	4/19/88	04/19/08**	
GAMA:048	PV-PLATES	1,650,677	7/16/91	07/16/01**	9/11/96 letter to Stephen Edwards - Paperwork submitted for maintenance of registration EXP MAIL ON 12/16/96 BY AWD
GAMA:047	PT-TRAYS	1,645,895	5/28/91	05/28/01**	9/11/96 letter to Stephen Edwards - Paperwork submitted for maintenance of registration EXP MAIL ON 12/16/96 BY AWD
GAMA:057	GAMMA-REACT	74,548,829	7/14/98	7/14/08**	

*ASSUMES THAT SECTION 8 AFFIDAVIT IS TIMELY FILED
**NO SECTION 8 AFFIDAVIT FILED YET

GAMMA BIOLOGICALS, INC.
TRADEMARK AND PATENT INFORMATION
SEPTEMBER 17, 1998

Names not registered - should be marked with a TM

DUET
LO-ION
PEG
GAMMA-QUIN
GAMMAZYME B
GAMMAZYME F
PANEL ONE
PANEL TWO
PANEL TWENTY
RISE
R-SET
TRIO
SCREENING CELL DUET
SCREENING CELL POOL
REVERSE GROUP 3
REVERSE GROUP 2
SCREENING CELL DUET PLUS
DUETSTRIPS
TRIOSTRIP
PANELSHEET
POOLSTRIP
GAMMA SegmentSampler
SURECLEAN
N-HANCE
REVERSE GROUP 4

**GAMMA BIOLOGICALS, INC.
 INTELLECTUAL PROPERTY LICENSES
 SEPTEMBER 21, 1998**

LICENSE	SOURCE	ROYALTY
ReACT STRIPS IN CERTAIN EUROPEAN COUNTRIES	PASTEUR SANOFI	12%
SEGMENT SAMPLER	NU-QUEST	NONE
SABER	SG SCIENTIFIC	NONE
CUSTOMIZED QASAR	ZENYX	NONE
MOUSE MONOCLONAL ANTI-B (US PATENT #4760026)	CELLTECH BIOLOGICALS	5%
ANTI-D (BIRMA5D)	NBTS	3%
ANTI-E (BIRMA1E)	NBTS	3%
ANTI-N (12E.A1)	EPITOPE	NONE
ANTI-PI (OSK17)	OSAKA RED CROSS	NONE
ANTI-D (F8D8)	CLB AMSTERDAM	2%
ANTI-D (FLOS2)	CLB AMSTERDAM	2%
ANTI-e (951)	CRTS BORDEAUX	3%
ANTI-IgG (16H8)	CANADIAN RED CROSS	3%
ANTI-KAPPA (3F3)	CRTS NANTES	NONE
ANTI-LAMBDA (8E6)	CRTS NANTES	NONE
ANTI-A1 (1C9)	CRTS NANTES	NONE
ANTI-A,B (4A3)	CRTS NANTES	NONE
ANTI-I (5A5)	CRTS NANTES	NONE
ANTI-H (1A2)	CRTS NANTES	NONE
ANTI-e (2D11)	CRTS NANTES	NONE
ANTI-e (206)	CRTS NANTES	NONE
ANTI-e (207)	CRTS BORDEAUX	3%
ANTI-C3b (GAMA003)	CRTS BORDEAUX	3%
ANTI-C3d (GAMA004)	CYTOTECH	NONE
ANTI-H (H7C9)	CYTOTECH	NONE
ANTI-M (M2A1)	EPITOPE	NONE
ANTI-N (12E.A1)	EPITOPE	NONE
	EPITOPE	NONE

Section 9.13 Definitions.

Terms defined in the Exchange Act, used herein and not otherwise defined herein shall have the meaning given in the Exchange Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

IMMUCOR, INC.

By: 
Edward J. Gallup, President

GAMMA ACQUISITION CORPORATION

By: 
Edward J. Gallup, President

GAMMA BIOLOGICALS, INC.

By: 
David E. Hatcher, President