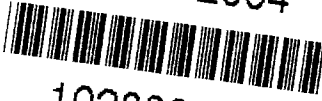


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FINANCE SECTION

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents and Trademarks: Please record and forward original 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

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 Trust Company (Massachusetts)

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: 7-28-04

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Susanna V. Stern
 Internal Address: Landay & Leblang

 Street Address: 85 Devonshire Street, Ste.1000

 City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 220.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
 Susanna V. Stern *Susanna V. Stern* 8/30/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

09/10/2004 6TON11 00000087 73761798
01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

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

TRADEMARK
REEL: 003045 FRAME: 0314

SCHEDULE 1A TO COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Jurisdiction	Registration or Serial No.	Date of Registration	Status of Section 8/15 Filings	Current Renewal Date	Goods
Fluorophos	US	73761798	07/25/1989	20 years	07/25/2009	Test Kit
Fluoroyellow	CA	381,249	09/26/1989	N/A	03/08/2006	Test Kit
Lactrol	US	73804634	06/26/1990	10 years	06/26/2010	Test Kit
Phosphacheck	US	74504144	01/23/1996	10 years	01/23/2006	Test Kit
Thermazyme	US	75838177	9/12/2000	6 yrs after reg. Date	09/12/2010	Meat Testing
Fiske	US	72190911	07/27/1965	07/2004	07/27/2005	Trade Name
Hot-Line	US	72226970	05/23/1967	10 years	05/23/2007	Service Calls
Protinol	US	75246446	02/17/1998	05/27/2004	02/17/2008	Test Material
A Plus (design)	EU	1 080 878	05/03/2000	N/A	02/18/2009	Trademark
A Plus (design)	US	76359064	01/15/2002	6 yrs after reg. Date	01/15/2012	Trademark

COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, the signatory hereto (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the USPTO (the "trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of July 28, 2004 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereafter referred to as the "Security Agreement"), in favor of Citizens Bank of Massachusetts, with its head office at 28 State Street, Boston, Massachusetts 02109 (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the trademarks together with, among other things, the good-will of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby pledge and assign to the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the terms and conditions of the Assignee's security interest and the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 28, 2004.

ASSIGNOR:

ADVANCED INSTRUMENTS INC.

By: John L. Coughlin

Name: John L. COUGHLIN

Title: PRESIDENT

STATE OF MASSACHUSETTS

COUNTY OF Norfolk

ss.:

On this 11th day of AUGUST, 2004, before me personally came John L. Coughlin,

to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President/CEO of the corporation designated as an "Assignor" on the foregoing instrument, and that s/he executed the foregoing instrument in the firm name of such corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

Margaret L. Cass

