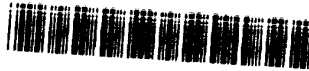


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100717467

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

1. Name of conveying party(ies): Carl Creative Systems, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 31, 1997

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

Name: Bank of America Trust and Savings Association, as Administrative Agent

Internal Address: _____

Street Address: 1850 Gateway Boulevard

City: Concord State: California ZIP: 94520

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/328,973; 75/342,317 (See attached Annex 1-A)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

5/20/1998 ISHAB077 00000024 75328973

9. Statement and signature.

10. I, the undersigned, declare under penalty of perjury that 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.

Raymond M. Maiello, Esq.
Name of Person Signing

[Signature]
Signature

5/15/98
Date

Total number of pages comprising cover sheet:

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

TRADEMARK
REEL: 1728 FRAME: 0577

DRAFT

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of March 31, 1998, made by CARL CREATIVE SYSTEMS, INC., a California corporation (the "Additional Grantor"), in favor of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent" for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, PACKARD BIOSCIENCE COMPANY, a Delaware corporation ("Packard") the Subsidiary Borrowers named therein, the Lenders, the Administrative Agent, CANADIAN IMPERIAL BANK OF COMMERCE, as Documentation Agent, and BANCAMERICA ROBERTSON STEPHENS (f/k/a BancAmerica Securities, Inc.) and CIBC WOOD GUNDY SECURITIES CORP., as Co-Arrangers and Co-Syndication Agents, have entered into a Credit Agreement, dated as of March 4, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Packard and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 4, 1997 (as amended, supplemented or otherwise modified from time to time, (the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:


1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby

added to the information set forth in Schedules 1, 2, 3, 4, 5 and 6, as applicable, to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

CARL CREATIVE SYSTEMS, INC.

By: 
Name: *BEN D. KAPLAN*
Title: *TREASURER*

DRAFT

ANNEX 1-A TO
ASSUMPTION AGREEMENT

1. Notice Addresses of Guarantors:

Carl Creative Systems, Inc.
24030 Frampton Avenue
Harbor City, CA 90710
Facsimile No.: 310-530-0530

2. Description of Pledged Securities:

<u>Issuer</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
Carl Creative Systems, Inc.	2	1,000

3. Filings and Other Actions Required to Perfect Security Interests:

Uniform Commercial Code filings naming Carl Creative Systems, Inc. as Debtor to be filed in the office of the Secretary of State of California. Delivery of the stock certificate described in 2, above with undated, executed stock powers.

4. Location of Jurisdiction of Organization and Chief Executive Office:

<u>Grantor</u>	<u>Location</u>
Carl Creative Systems, Inc.	24030 Frampton Avenue Harbor City, CA 90710

Jurisdiction of Organization: California

5. Location of Inventory and Equipment:

24030 Frampton Avenue
Harbor City, CA 90710

HART01-186012-1
13416-93380
March 28, 1998 3:10 pm

RECORDED: 05/18/1998

TRADEMARK
REEL: 1728 FRAME: 0580