03-31-2000

Form PTO-1594 (Rev. 6-93) MRD 2-25-00

101302219

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissio. the attached original documents or copy thereof.

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

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Delaware
☐ Other

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

2. Name and address of receiving party(ies):
Name: U.S. Bank National Association
Internal Address:
Street Address: 1420 Fifth Avenue, 11th Floor
City: Seattle State: WA ZIP: 98101
☐ 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
(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: January 27, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attachment I

B. Trademark Registration No.(s)
See Attachment I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul T. Parker
Internal Address: Perkins Coie
Street Address: 1201 Third Avenue, Suite 4800
City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41):.....$ 290.00
☒ Enclosed
☐ Authorized to be charged to deposit account
☒ Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.

Paul T. Parker	Paul Parker	February 24, 2000
Name of Person Signing	Signature	Date

03/30/2000 DCDATES 00000111 1651154

Total number of pages comprising cover sheet, attachments and document: 11

01 FC:481 40.00 OP
02 FC:482 250.00 OP

DO NOT DETACH THIS PORTION

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

[12187-5091/SL003685.282]

ATTACHMENT I

Trademark Registrations

Mark	Registration No.
ASSURANCE	1,651,154
BIOCONTROL	1,424,470
COLI COMPLETE	1,648,107
COLI TRAK PLUS	1,603,255
COLITRAK	1,587,320
1-2 TEST	2,005,222
VIP	2,021,200
BIND	1,831,841
LIGHTNING	2,005,097
SIMPLATE	2,247,929

Trademark Applications

Mark	Serial No.
FLASH	75/691,620

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of January 27, 2000, is between BIOCONTROL SYSTEMS, INC., a Delaware corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION ("Lender").

WITNESSETH

WHEREAS, pursuant to a Credit Agreement dated as of January 27, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), between Grantor and Lender, Lender has committed to extend certain credit facilities to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the extensions of credit to Grantor pursuant to the Credit Agreement, Grantor agrees with Lender as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in, for its benefit

and the benefit of Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and all common law rights thereto, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment I hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment I hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (b), and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Secured Obligations and the termination of all Commitments, Lender shall, at Grantor's expense, execute and deliver to Grantor all

instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Loan Document, Etc.

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

BIOCONTROL SYSTEMS, INC.

By _____
Name: _____
Title: _____

Notice Address:

12822 SE 32nd Street
Bellevue, WA 98005
Attention: Philip T. Feldsine
Facsimile No.: (425) 603-0070

TRADEMARK
REEL: 002042 FRAME: 0712

U.S. BANK NATIONAL ASSOCIATION

By _____
Name: Sean P. Brennan
Title: Vice President

Notice Address:

1420 Fifth Avenue, 11th Floor
Seattle, Washington 98101
Attention: Sean Brennan
Facsimile No.: (206) 344-2332

TRADEMARK
REEL: 002042 FRAME: 0713

Trademarks, Patents, Etc.

TRADEMARKS - BIOCONTROL SYSTEMS INC.

TITLE	REGISTRATION NO.
ASSURANCE	1,651,154
BIOCONTROL	1,424,470
COLI COMPLETE	1,684,107
COLI TRAK PLUS	1,603,255
COLITRAK	1,587,320
1-2 TEST	2,005,222
VIP	2,021,200

Trademarks, Patents, Etc.

Mark	Country	Serial #	Filed	Goods	Class	Status	Next Action	Date of Next Action
BIND	United States	74/087947	8/13/90	Testing kits containing bacteriophage reagents used to detect the presence of bacteria for clinical and industrial purposes reagents used to detect the presence of bacteria for clinical and industrial purposes.	5	Reg. No. 1,831,841 (04/19/1994)	Decl 8 & 15 4/19/00 Renewal	4/19/2004
FLASH	United States	75/691,620	4/28/99	Diagnostic testing apparatus consisting of a test device and chemical reagents sold as a unit for testing the presence of food residue in food preparation, processing, and handling areas	5	Pending		
LIGHTNING	Canada	784161	6/2/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection det ection and measurement of food residue on surfaces in food processing and food service areas.~~PendingPublished 11/05/1997 Notice of Allowance 1/30/1998 Declaration of Use due 7/30/98LIGHTNINGFrance95/574063/1/95Electronic~~		Reg. No. TMA498916 (08/13/1998)	Renewal	8/13/2013
LIGHTNING	France	95/574063	6/1/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement of food residue on surfaces in food processing and food service areas.	9	Reg. No. 95574063 (06/01/1995)	Renewal	6/1/2005
LIGHTNING	Germany	39522717.8	6/2/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement of food residue on surfaces in food processing and food service areas.	9	Reg. No. 39522717 (06/23/1995)	Renewal	6/30/2005
LIGHTNING	Italy	TO95C0018 29	6/5/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement of food residue on surfaces in food processing and food service areas.	9	Reg. No. 717393 (06/05/1995)	Renewal	6/5/2005

Trademarks, Patents, Etc.

LIGHTNING	Japan	50829/1995	5/23/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement of food residue on surfaces in food processing and food service areas.	9	Pending	Response to official action filed on or about	06/12/1997

Trademarks, Patents, Etc.

Mark	Country	Serial #	Filed	Goods	Class	Status	Next Action	Date of Next Action
LIGHTNING	Spain	1968168	5/30/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement.		Pending	Published 08/01/1995; no opposition filed; refused registration upon examination due to existence of 2 prior registrations (LIGHTNING VIDEO and TURBO LIGHTNING); response filed 3/1/96; decision not expected prior to mid-1998 [no change 5/1998]	
LIGHTNING	Spain	2190895	10/21/98	Electronic instruments for measuring light, namely, luminometers; reagent-containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers, all for the use in detection and measurement of food residue on surfaces in food processing and food services area	9	Pending	Published 12/16/98 (opposition period expires 02/16/99)	
LIGHTNING	United Kingdom	2021036	5/19/95	Electronic instruments for measuring light, namely, luminometers; reagent containing test swabs for luminometers; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement of food residue on surfaces in food processing and food service areas.	9	Reg. No. 2021036 (05/19/1995)	Renewal	5/19/2005
LIGHTNING	United States	74/607219	12/5/94	Electronic instruments for measuring light, namely luminometers; reagent- containing test swabs for luminonmeters; battery chargers; computer software for storing and/or plotting data and/or calculating trends; computer printers; all for use in detection and measurement of food residue on surfaces in food processing and food services areas.	9	Reg. No. 2,005,097 (10/01/1996)	Sec. 8/15	Due 10/1/2002
SIMPLATE	Brazil	819.979.007	7/21/97	Scientific apparatus and instruments, namely, microbial test kits for food, water and other environment testing.	9	Pending	Reg. Fee paid on or about 6/19/99	Awaiting official examination.
SIMPLATE	Canada	815217	6/13/96	Microbial test kits consisting primarily of chemical reagents and a test device for use in detecting microbes in food and water.		RN TMA490494 (02/25/1998)	Renewal	2/25/2013
SIMPLATE	European Economic Community	301390	6/14/96	Scientific apparatus and instruments; microbial test kits for food, water and other environmental testing.	9	Pending	Published 02/09/1998 (opp. period expired 5/9/98)	Awaiting issuance of certificate of registration
SIMPLATE	Japan	66409/1996	6/17/96	Microbial test kits for foods, water and other environmental testing, and all other class heading goods belonging to this class.	9	Pending	Response to official action filed on or about April 10, 1997	

Trademarks, Patents, Etc.

Mark	Country	Serial #	Filed	Goods	Class	Status	Next Action	Date of Next Action
SIMPLATE	Mexico	301207	7/11/97	Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signaling, checking, life-saving and teaching apparatus; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers; calculating machines; data processing equipment and computers, namely, microbial test kits for food, water and other environment testing.	9	Reg. No. 570394 (07/11/1997)	Renewal	7/11/2007
SIMPLATE	United States	75/033,211	12/15/95	Microbial test kits consisting primarily of chemical reagents and a test device for use in detecting microbes in food and water.	9	Reg. No. 2,247,929 (05/25/99)	Renewal 5/25/2009	