

06-21-2004

RECO:



102771791

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

6-16-04

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name
Formerly

Execution Date
Month Day Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name
DBA/AKA/TA
Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/County Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other - Maryland Banking and Trust Company
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,685,672"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed Deposit Account

Deposit Account

(enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposition account are authorized, as indicated herein.

Cheryl A. Withycombe

Cheryl A. Withycombe

6-16-04

Name of Person Signing

Signature

Date Signed

SENT CERTIFIED MAIL RETURN RECEIPT REQUESTED

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225.00 482 D

FORM PTO-1594
1-31-92



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

MARYLAND MEDICAL LABORATORY, INC.

- Individual(s)
- General Partnership
- Corporation-State Md **63**
- Other
- Association
- Limited Partnership

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



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

Name: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Internal Address: _____

Street Address: 2 HOPKINS PLAZA, 5TH FLOOR

City: BALTIMORE State: MD ZIP: 21201

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Md Banking and Trust Company

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

(Designations must be a separate document from Assignment)

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

3. Nature of conveyance:

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

Execution Date: December 17, 1992

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

SEE EXHIBIT A ATTACHED TO THIS RECORDATION FORM
COVER SHEET AND MADE A PART HEREOF.

Additional numbers attached? Yes No

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

Name: Elizabeth J. Huttar, Esquire

Internal Address: _____

Street Address: Gebhardt & Smith
The World Trade Center
Ninth Floor

City: Baltimore State: Md ZIP: 21202

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41):..... \$ 265.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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0 482 225.00 CK

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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.

Elizabeth J. Huttar
Name of Person Signing

Elizabeth J. Huttar
Signature

December 23, 1992
Date

Total number of pages comprising cover sheet

10

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JUN 25 11:10 AM '93
ASSIGNMENT BRANCH
TRADEMARK

RECORDATION FORM COVER SHEET, CONT'D
QUESTION 4, CONT'D

EXHIBIT "A"

Schedule Of Trademarks

a. Federal Trademark/Service Mark Registrations

<u>Trademark</u>	<u>Federal or State Registration</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Lab Oratory	Federal	1,170,178 (U.S.)	09/22/81
National Center for Forensic Science and Design	Federal	1,556,273 (U.S.)	09/12/89
Waterprint & Design	Federal	1,626,794 (U.S.)	12/11/90
Airprint & Design	Federal	1,629,884 (U.S.)	11/01/91
Birthmark & Design	Federal	1,645,894 (U.S.)	05/28/91
Podiatric Mycology	Federal	1,668,672 (U.S.)	05/05/92
Aqua Screen	Federal	1,708,874 (U.S.)	08/18/92
Cardx	Federal	SN214,971 (U.S.)	10/22/91
Reference Diagnostics & Design	Federal	214,493 (U.S.)	11/08/91
NCFS & Design	Federal	266,185 (U.S.)	07/15/92

TRADEMARK

REEL 931 FRAME 829

ASSIGNMENT OF TRADEMARKS
AS COLLATERAL SECURITY

THIS ASSIGNMENT OF TRADEMARKS AS COLLATERAL SECURITY ("ASSIGNMENT") is dated as of December 12, 1992 by and between MARYLAND MEDICAL LABORATORY, INC., a Maryland corporation ("BORROWER"), with its mailing address at 1900-1901 Sulphur Spring Road, Baltimore Maryland, 21227, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking and trust company ("LENDER"), with its mailing address at 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland, 21201.

RECITALS

The BORROWER has requested that the LENDER increase the principal amount of certain existing credit accommodations to the BORROWER. The LENDER has agreed to the BORROWER'S request, under the terms and conditions set forth in an Amended and Restated Loan and Security Agreement of even date herewith ("AGREEMENT") by and between the BORROWER and the LENDER, and various other documents, instruments and agreements executed by or on behalf of the BORROWER in connection with the above-described credit accommodation (together with the AGREEMENT, collectively, "LOAN DOCUMENTS").

In order to induce the LENDER to increase the principal amount of the BORROWER'S credit accommodations from the LENDER, the BORROWER, pursuant to the terms and conditions of the AGREEMENT, has agreed to assign to the LENDER certain trademark and service mark rights, and has granted to the LENDER a lien on and security interest in all of the BORROWER'S assets, including but not limited to those assets relating to products sold under the trademarks and services rendered under the service marks, whereby the LENDER, upon the occurrence of an EVENT OF DEFAULT (as such term is defined in the AGREEMENT), shall have the right to foreclose on the trademarks and other assets of the BORROWER, in order that the owner of the trademarks may continue the sale of products sold and services rendered under the trademarks and service marks.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the BORROWER agrees with the LENDER as follows:

Section 1. Assignment. The BORROWER, as additional security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS (as hereafter defined), hereby assigns, transfers, sets over and conveys unto the LENDER, its successors and assigns, upon the following terms and conditions, all of its right, title and interest existing in, under or by virtue of those certain Trademarks registered with the United States Patent and Trademark Office in the name of the BORROWER, and described on Exhibit A attached hereto and made a part hereof, together with any renewals thereof, and the entire goodwill of the business in

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connection with which such Trademarks are used, and all claims for damages by reason of past infringement of the assigned Trademarks and service marks with the right to sue for and collect the same, to the LENDER (collectively, "TRADEMARKS") and all license rights in the TRADEMARKS. As used herein, the term "OBLIGATIONS" shall mean all duties of payment and performance, whether direct or indirect, both now existing and arising from time to time, owed by the BORROWER to the LENDER under the AGREEMENT and the other LOAN DOCUMENTS. This ASSIGNMENT is delivered pursuant to and in confirmation of the terms and conditions of the AGREEMENT, which terms and conditions are incorporated by reference into this ASSIGNMENT and made a part hereof as if fully set out herein.

Section 2. Additional Trademarks Or Service Marks. If, before the OBLIGATIONS shall have been satisfied in full, the BORROWER shall obtain rights to any new trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and the BORROWER shall give prompt written notice thereof to the LENDER. The BORROWER irrevocably and unconditionally authorizes the LENDER to modify this ASSIGNMENT by amending Exhibit A to include any future trademarks, service marks and trademark applications therefor covered by this ASSIGNMENT without any further assent or signature of the BORROWER.

Section 3. License. Unless and until there shall have occurred and be continuing an EVENT OF DEFAULT, the LENDER hereby grants to the BORROWER the exclusive, nontransferable right and license to use the TRADEMARKS on and in connection with products sold and services rendered by the BORROWER, for the BORROWER'S own benefit and account and for none other, subject to the BORROWER maintaining the standards of quality as set forth below. The BORROWER agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the BORROWER in this Section nor enter into any agreement or take any action that is inconsistent with the BORROWER'S obligations under this ASSIGNMENT without the prior written express consent of the LENDER.

Section 4. Representations And Warranties. The BORROWER represents and warrants that:

- a. The TRADEMARKS are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- b. Each of the TRADEMARKS is valid and enforceable;
- c. No claim has been made that the use of any of the TRADEMARKS does or may violate the rights of any third person;
- d. The BORROWER is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the TRADEMARKS, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses,

registered user agreements and covenants by the BORROWER not to sue third persons;

e. The BORROWER has the unqualified right to enter into this ASSIGNMENT and to perform its terms;

f. The BORROWER has used, and will continue to use for the duration of this ASSIGNMENT, proper statutory notice in connection with its use of the TRADEMARKS; and

g. The BORROWER has used or required the use of, and will continue to use or require the use of for the duration of this ASSIGNMENT, consistent standards of quality in the manufacture of products sold and services rendered under the TRADEMARKS.

Section 5. Maintenance of Trademarks; Prosecution of Applications And Proceedings. The BORROWER shall maintain the registration of the TRADEMARKS, and shall take all actions necessary to maintain, preserve and continue the validity and enforceability of the TRADEMARKS, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The BORROWER shall have the duty, through counsel acceptable to the LENDER, to prosecute diligently any trademark applications of the TRADEMARKS pending as of the date of this ASSIGNMENT or thereafter until the OBLIGATIONS shall have been paid in full, to make federal application on registrable but unregistered TRADEMARKS, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the TRADEMARKS. Any expenses incurred in connection with the TRADEMARKS shall be borne by the BORROWER. The BORROWER shall not abandon any TRADEMARK without the express written consent of the LENDER. The BORROWER may not, without the prior express written consent of the LENDER, bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the TRADEMARKS. In the event of any such proceedings, the LENDER may, if necessary, be joined as a nominal party to such suit if the LENDER shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The BORROWER hereby agrees to reimburse and indemnify the LENDER for all damages, costs and expenses, including attorney's fees, incurred by the LENDER in the fulfillment of the provisions of this Section.

Section 6. Rights Upon Default. Upon the occurrence of an EVENT OF DEFAULT, the license to the BORROWER described in Section 3 of this ASSIGNMENT shall terminate immediately and without the necessity of notice or other action by the LENDER, and the LENDER, in addition to all other rights and remedies available under the AGREEMENT or under applicable law, shall have the right, at any time (but shall have no obligation) to take, in its name or in the

name of the BORROWER or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to sell, transfer and assign the TRADEMARKS. The LENDER shall incur no liability to the BORROWER if any action taken by the LENDER in good faith pursuant to the foregoing sentence shall prove to be, in whole or in part, inadequate or invalid. Upon the occurrence of an EVENT OF DEFAULT, the BORROWER hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the BORROWER'S true and lawful attorney-in-fact, with the power to endorse the BORROWER'S name on all applications, documents, papers and instruments necessary for the LENDER to use the TRADEMARKS, or to grant or issue any exclusive or nonexclusive licenses under the TRADEMARKS to any other person, or for the LENDER to assign, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to any other person. The BORROWER hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this ASSIGNMENT, and constitutes a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARKS, whether established by this ASSIGNMENT, by the AGREEMENT, by any other LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 7. Patent And Trademark Office May Rely Upon This Assignment. If the LENDER shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign and transfer the TRADEMARKS and the BORROWER hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by the LENDER either in the BORROWER'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the BORROWER under the AGREEMENT.

Section 8. Costs And Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the LENDER in connection with the preparation of this ASSIGNMENT and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the TRADEMARKS, or in defending or prosecuting any actions or proceedings arising out of or related to the TRADEMARKS, shall be borne and paid by the BORROWER on demand by the LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate prescribed in the AGREEMENT.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the AGREEMENT, in the manner and within the time specified in the AGREEMENT.

Section 10. No Further Assignment. The BORROWER shall not further assign, transfer or convey its interests in the TRADEMARKS without the prior written consent of the LENDER.

Section 11. Further Assurances. The BORROWER shall execute any further or additional documents considered necessary, appropriate or proper by the LENDER to effectuate the purposes and intent of this ASSIGNMENT.

Section 12. Amendment. The terms and conditions of this ASSIGNMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 13. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this ASSIGNMENT and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this ASSIGNMENT and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this ASSIGNMENT or which occurred or were to occur as a direct or indirect result of this ASSIGNMENT having been executed.

Section 14. Consent To Jurisdiction; Agreement As To Venue. The BORROWER irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Maryland and of the United States District Court For The District Of Maryland, if a basis for federal jurisdiction exists. The BORROWER agrees that venue shall be proper in any circuit court of the State of Maryland selected by the LENDER or in the United States District Court For The District Of Maryland if a basis for federal jurisdiction exists and waives any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or of inconvenience of forum.

Section 15. Severability. If any of the provisions of this ASSIGNMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this ASSIGNMENT.

Section 16. Successors And Assigns. The terms, covenants and conditions contained in this ASSIGNMENT shall inure to the benefit

of the LENDER and its successors and assigns, and shall be binding upon the BORROWER and its successors and assigns.

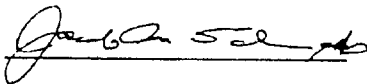
Section 17. Waiver Of Jury Trial. The BORROWER (by its execution hereof) and the LENDER (by its acceptance of this ASSIGNMENT) agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this ASSIGNMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this ASSIGNMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this ASSIGNMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. THE BORROWER AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. The BORROWER acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the LENDER would not enter into the subject transactions if this provision were not part of this ASSIGNMENT.

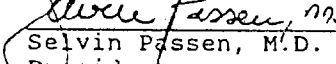
IN WITNESS WHEREOF, the BORROWER has executed this ASSIGNMENT as of the date first above written with the specific intention creating an instrument under seal.

WITNESS/ATTEST:

BORROWER:

MARYLAND MEDICAL LABORATORY, INC., A
Maryland Corporation



By:  (SEAL)
Selvin Passen, M.D.
President

HYDROMARK

REEL 931 FRAME 835

ACKNOWLEDGEMENT

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of December, 1992, before me, the undersigned Notary Public of the State of Maryland, personally appeared Selvin Passen, M.D., and acknowledged himself to be the President of Maryland Medical Laboratory, Inc., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Maryland Medical Laboratory, Inc. by himself as President.

IN WITNESS MY Hand and Notarial Seal.

My Commission Expires: _____

NOTARY PUBLIC

(SEAL)

TRADEMARK

REEL 0931 FRAME 836

EXHIBIT "A"

Schedule Of Trademarks

a. Federal Trademark/Service Mark Registrations

<u>Trademark</u>	<u>Federal or State Registration</u>	<u>Req. No.</u>	<u>Req. Date</u>
Lab Oratory	Federal	1,170,178 (U.S.)	09/22/81
National Center for Forensic Science and Design	Federal	1,556,273 (U.S.)	09/12/89
Waterprint & Design	Federal	1,626,794 (U.S.)	12/11/90
Airprint & Design	Federal	1,629,884 (U.S.)	11/01/91
Birthmark & Design	Federal	1,645,894 (U.S.)	05/28/91
Podiatric Mycology	Federal	1,668,672 (U.S.)	05/05/92
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Cardx	Federal	SN214,971 (U.S.)	10/22/91
Reference Diagnostics & Design	Federal	214,493 (U.S.)	11/08/91
NCFS & Design	Federal	266,185 (U.S.)	07/15/92

TRADEMARK

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