Form PTO-1594			ET	U.S. DEPARTMENT OF C	
1-31-92	101561	474	1	Patent and Trademark Of	tice
To the Honorable Commiss	sioner of Patents and Trademarks:	Please record the	ne attached origi	nal documents or copy the	
. Name of conveying party(ies):		2. Name an	d address of rec	eiving party(ies):	
Dade Behring Inc.					
		1	Bankers Trus		
☐ Individuals ☐ General Partnership -	☐ Association ☐ Limited Partr ership:	Internal	Address:		
☑ Corporation - State: Delaware		Street Ad	Idress: One Ba	ankers Trust Plaza	
☐ Other:		City: Ne	w York State	e: New York ZIP: 100	06
dditional name(s) of conveying party(ies; attached? ☐ Yes 🛭 No	☐ Individua	(s) citizenship		
. Nature of conveyance:		☐ Associati	on		
☐ Assignment	☐ Merger	Limited P	artnership		
Security Interest ■ Security Interest	☐ Change ∋f Name	☐ Corporati	on		
☐ Other	in and a serious			t United States, a domestic rep	
xecution Date:December 5, 2000)	designation is a (Designations m	ttached: ust be a separate	☐ Yes document from Assignment) attached? ☐ Yes	⊠ No
. Application number(s) or registrati	on number(s):		gistration No.(s)		
Trademark Application No.(s:		2,270,6	86		
. Name and address of party to who	Additional numbers attac			ons and registration	
document should be mailed:		involved	iber of application	ons and registration	<u> </u>
Name: <u>Brian Jaenicke, Legal As</u> Internal Address: <u>White & Case L</u>					
		⊠ Enclo ⊠ Auth	sed	rged to deposit account, in	case of
		8. Deposit a	ccount number:		
treet Address: 1155 Avenue of the	Americas	23-17	05 (in case of d	eficiency)	
ty: New York State:	NY ZIP: 100.46	(Attach d	uplicate copy of	this page if paying by dep	osit account)
. Statement and signature. To the best of my knowledge and document.	belief, the foregoir g information is	true and correc		ed copy is a true copy of a	the original
Brian T. Jaenicke		mi/	,	د مسرد در مسید ک	6
Name of Person Sign	ping	_	nature		Date
		Total :	numbero fpa	ges comprising cover shee	t: 1
OMB No. 0651-0011 (exp. 4/94)					
Commissioner of Box Assignment Washington, D	with required cover sheet infor 00 00 of Patents and Trademarks ots .C 20231		a about 30 m	inutes per decument t	o ho rovers
Public burden reporting for this including time for reviewing the sheet. Send comments regarding PK2-1000C, Washington, D.C.	e document and gathering the good this burden estimate to the L	e data needed J.S. Patent an	, and completed Trademark C	ting and reviewing the Office, Office of Informa	sample co

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0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Chimera Research and Chemical, Inc., a Florida corporation

with principal offices at 3403 Yerba Buena Road, San Jose, California, 95135, Dade Behring Inc.,

formerly known as Dade International Inc., a Delaware corporation with principal offices at 1717

Deerfield Road, Deerfield, Illinois, 60015, and Dade Microscan Inc., a Delaware corporation with

principal offices at 1584 Enterprise Boule and, West Sacramento, California, 95691 (each, a

"Grantor" and collectively the "Gran ors") hereby assign and grant to Bankers Trust Company, as

Collateral Agent, with principal offices at One Bankers Trust Plaza, New York, New York 10006

(the "Grantee"), a security interest in (i) all of the Grantors' respective right, title and interest in

and to the United States trademarks, trademark registrations and trademark applications (the

"Marks") set forth under the name of the appropriate Grantor on Schedule A attached hereto, (ii)

all of the Grantors' respective rights, title and interest in and to the United States patents (the

"Patents") set forth under the name of the appropriate Grantor on Schedule B attached, in each

case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to

below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the

Marks are associated and (v) all causes of action arising prior to or after the date hereof for

infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment

of all the Grantors' Obligations, as such term is defined in the Security Agreement, dated as of

June 29, 1999, among the Grantors, the other assignors from time to time party thereto and the

Grantee (as amended, modified, restated, and/or supplemented from time to time, the "Security

Agreement"). Upon the occurrence of the Termination Date (as defined in the Security

Agreement), the Grantee shall, upor such satisfaction, execute, acknowledge, and deliver to the

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appropriate Grantor an instrument in writing releasing the security interest in that Grantor's Marks and Patents acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 5th day of Dec., 2000.

CHIMERA RESEARCH AND CHEMICAL, INC., as a Grantor

Name: Louise S. Pearson
Title: Secretary

DADE BEHRING INC., as a Grantor

Name: Louise S. Pearson Title: VP + Sucretury

DADE MICROSCAN INC., as a Grantor

Name: Louise S. Pearson
Title: Secretary

BANKERS TRUST COMPANY, as Collateral Agent, Grantee

By: ______ Name: Title:

	IN WITNESS	WHEREOF, the undersigned have executed this Agreement as of
the'h day of	2000	
		CHIMERA RESEARCH AND CHEMICAL, INC., as a Grantor
		By: Name: Title:
		DADE BEHRING INC., as a Grantor
		By: Name: Title:
		DADE MICROSCAN INC., as a Grantor
		By: Name: Title:
		BANKERS TRUST COMPANY, as Collateral Agent, Grantee
		By: <u>Jany Pay Coyle</u> Name: Title:

Page 4

STATE OF ILLINOIS)
) ss :
COUNTY OF LAKE)

On this 5th day of <u>December</u> 2000, before me personally came <u>Louise Foarson</u> who, being by me duly sworn, did state as follows: that [s]he is <u>Secretary</u> of Chimera Research and Chemical, Inc., that s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he dul so by authority of the Board of Directors of said corporation.

Notary Public

OFFICIAL SEAL
JANIS L STEPHENS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COSA INSIGN EXPIRES CENTROL

Page 5

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 5th day of 1000, 2000, before me personally came Louise Pearson who, being by me duly sworn, did state as follows: that [s]he is Vice President & Secretary of Dade Behring Inc., that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

OFFICIAL SEAL
JANIS L STEPHENS
THOTARY PUBLIC, STATE OF ILLINOIS
THY COMMISSION EXPLAISES 05/14/04

Page 6

STATE OF ILLINOIS)
) s s.
COUNTY OF LAKE)

On this 5th day of December 2000, before me personally came Louise Peactors who, being by me duly sworn, die state as follows: that [s]he is Secretary of Dade Microscan Inc., that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

OFFICIAL SEAL

JANIS L STEPHENS

MOTARY PUBLIC, STATE OF ILLIBOIS
ANY CO. ARRESTON EXCHAPS: CSAT. O.

STATE OF NEW YORK)	
)	SS
COUNTY OF NEW YORK)	

On this day of DEC, 2000 before me personally came MART KAY
who, being by me duly sworm, did state as follows: that [s]he is MANAGING DEGET OF Bankers
Thist Company, that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 200

Trademark Registrations Registered after June 29, 1999

Strate	Registered
Red Date	17-Aug-1999
Hear Waren	2,270,686 17
Date	n-1998 2
PH LEFE	14 26-Ju
App. No.	75/508,94
Owner	inc.
	Dade senting
adhnas	

RECORDED: 12/07/2000