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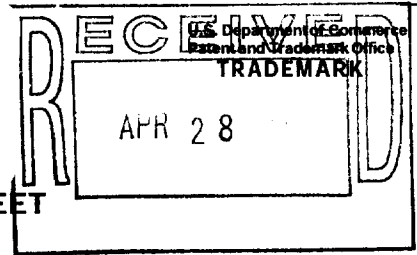
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-12-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MD
4.28.99

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 # _____

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
04 15 99

Name CANADIAN MEDICAL LABORATORIES LIMITED

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization ONTARIO CANADA

Receiving Party

Mark if additional names of receiving parties attached

Name CANADIAN IMPERIAL BANK OF COMMERCE

DBA/AKA/TA _____

Composed of _____

Address (line 1) COMMERCE COURT WEST

Address (line 2) THIRD FLOOR

Address (line 3) TORONTO ONTARIO, CANADA M5L 1A2
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
- 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.)

Citizenship/State of Incorporation/Organization ONTARIO CANADA

05/11/1999 DNGUYEN 00000151 1143931

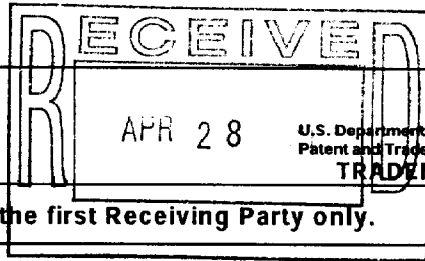
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| 01 FC:481 | 40.00 OP |
| 02 FC:482 | 25.00 OP |
| 03 FC:99A | 15.00 OP |

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

TRADEMARK
REEL: 1895 FRAME: 0140



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)

| | | | | | |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1143231"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1123981"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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 deposit account are authorized, as indicated herein.

Brant Latham (Reg No 30,013)

April 28, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

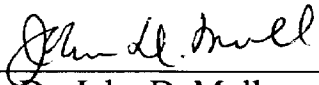
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Canadian Medical Laboratories Limited, an Ontario corporation (the "Assignor") with principal offices at 1644 Aimco Blvd., Mississauga, Ontario, L4W 1V1, Canada hereby assigns and grants to Canadian Imperial Bank of Commerce, as Agent, with principal offices at Commerce Court West, Toronto, Ontario, Canada (the "Assignee"), a security interest in, and a lien upon, i) all of Assignor's now existing and future acquired right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications including those more particularly set forth on Schedule I attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all cause of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the General Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of April 15, 1999 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement.


This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee with respect to the Security Agreement. The rights and remedies of the Assignee 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 Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 15th day of April, 1999.

**CANADIAN MEDICAL
LABORATORIES LIMITED**
as Assignor


By: 
Name: Dr. John D. Mull
Title: President

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and Assignee

By: 
Name: IAIN MACINNIS
Title: EXECUTIVE DIRECTOR

CITY OF TORONTO)
)
PROVINCE OF ONTARIO)

On this 15th day of April, 1999, before me personally came Dr. John D. Mull, who being duly sworn, did depose and say that he is the President of Canadian Medical Laboratories Limited, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said Corporation.



Commissioner for taking Oaths

SCHEDULE 1

TRADEMARKS

| JURISDICTION | DESCRIPTION | REGISTRATION/ FILING DATE | REGISTRATION, APPLICATION NO. |
|---------------------|-------------------------------|--------------------------------------|--|
| U.S. | STARSWAB | - | 114 3231 |
| U.S. | STARPLEX | - | 112 3981 |
| Canada | CML and design | January 7, 1983 | TMA275412 |
| Canada | STARPLEX | December 2, 1977 | TMA224527 |
| Canada | STARPLEX and design | December 2, 1977 | TMA224562 |
| Canada | DIP N COUNT | May 19, 1978 | TMA227862 |
| Canada | STARSWAB | November 23, 1979 | TMA237613 |
| Canada | HEALTH CARE IS PEOPLE CARE | February 20, 1981 | TMA256154 |
| Canada | CULTURSWAB AND DESIGN | December 28, 1984 | TMA298624 |