

09-22-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Name

Formerly

- 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)

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

09/22/1999 DNGUYEN 00000048 1246899

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 1300.00 DP

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

TRADEMARK
REEL: 001958 FRAME: 0971

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" value="See attached Schedule A"/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="See attached Schedule A"/>	<input type="text" value=""/>	<input type="text" value=""/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>

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.

Name of Person Signing Signature Date Signed

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City State/Country Zip Code

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Deposit Account

Deposit Account

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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.

Brian T. Jaenicke

Name of Person Signing

Brian T. Jaenicke

Signature

9/15/99

Date Signed

Registered Trademarks (Dade Behring Inc.)

Trademark Name	Reg. Number	Reg. Date
ACA	1,246,899	02-Aug-1983
ACA	1,445,798	07-Jul-1987
ACA	1,249,627	30-Aug-1983
ACA STAR	1,970,315	23-Apr-1996
ACA STAR LOGO	1,988,815	23-Jul-1996
ACLAIM	1,307,769	04-Dec-1984
ACTIN	2,170,899	07-Jul-1998
ACTIN	1,120,288	19-Jun-1979
BROMELASE	717,705	04-Jul-1961
C1-TROL	1,081,429	10-Jan-1978
C-7M	982,524	23-Apr-1974
CHEST PAIN PERSPECTIVES	2,088,394	12-Aug-1997
CLINAK	1,811,743	21-Dec-1993
CLUSTER	1,181,729	15-Dec-1981
COST CONTAINERS	1,329,034	02-Apr-1985
DADE	892,303	09-Jun-1970
DADE Housemark	2,245,269	18-May-1999
DATA-CYTE	843,079	30-Jan-1968
DATA-FI	988,203	16-Jul-1974
DATAFUSION	2,111,091	04-Nov-1997
DIMENSION	1,456,333	08-Sep-1987
ENLISST	1,174,688	27-Oct-1981
FIBRI-SCREEN	1,810,342	14-Dec-1993

SCHEDULE A

Trademark Name	Reg. Number	Reg. Date
HEPZYME	1,956,886	13-Feb-1996
IMMUFUGE	1,000,509	31-Dec-1974
IMMU-SAL	966,373	21-Aug-1973
INNOVIN	1,837,316	24-May-1994
INSTANT ISE	1,942,532	19-Dec-1995
LAB-FAX	1,623,038	13-Nov-1990
LYTENING	1,933,146	07-Nov-1995
MICRO/PETTOR	978,111	05-Feb-1974
MONO-TYPE	2,015,666	12-Nov-1996
MULTIPLY	1,873,229	10-Jan-1995
NeutrAB	722,728	17-Oct-1961
OPUS MAGNUM	1,841,194	21-Jun-1994
PARAMAX	1,589,569	03-Apr-1990
PARAMAX	1,927,371	17-Oct-1995
PARAMAX RX	2,057,717	29-Apr-1997
PFA-100	2,091,553	26-Aug-1997
PFA-100 LOGO	2,122,061	16-Dec-1997
PROTOPATH	1,135,966	27-May-1980
QUIKLYTE	2,207,140	01-Dec-1998
RAP-I.D.	1,295,346	18-Sep-1965
REVERSE-SYTE	830,839	27-Jun-1967
SEARCH-CYTE	793,552	03-Aug-1965
SMI	1,101,270	05-Sep-1978
SMI TOPSIDER	1,364,212	08-Oct-1985
STRATUS	1,254,175	18-Oct-1983

Trademark Name	Reg. Number	Reg. Date
UNIPUMP	1,285,095	10-Jul-1984
UNIVAL	1,154,336	19-May-1981

Pending Trademarks (Dade Behring Inc.)

Trademark Name	Reg. Number	Reg. Date
DBNET	75-591, 749	10-Nov-98
FLEX	75-508, 944	26-Jun-98
OPUS	75-442,951	2-Mar-98

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dade Behring Inc., a Delaware corporation with principal offices at 1717 Deerfield Road, Deerfield, Illinois, 60015, Dade Microscan Inc., a Delaware corporation with principal offices at 1584 Enterprise Boulevard, West Sacramento, California, 95691, and Syva Company, a Delaware corporation with principal offices at 3403 Yerba Buena Road, San Jose, California, 95135 (each a "Grantor" and collectively the "Grantors") 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.

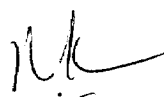
THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of each of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of June 29, 1999 (as amended, modified 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, upon such satisfaction, execute, acknowledge, and deliver to the

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 29th day of June, 1999.


DADE BEHRING INC.,
as Grantor

By: 
Name: Nancy Krejsa
Title: V.P. Treasurer

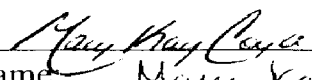
DADE MICROSCAN INC.,
as Grantor

By: 
Name: Nancy Krejsa
Title: Treasurer

SYVA COMPANY,
as Grantor

By: 
Name: Nancy Krejsa
Title: Treasurer

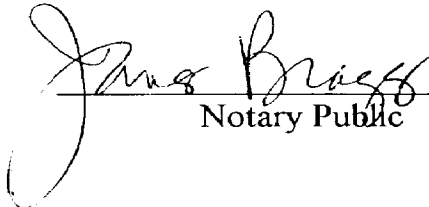
BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: 
Name: Mary Kay Cotte
Title: Mng. Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Nancy Krzyzsi who, being by me duly sworn, did state as follows: that [s]he is V.P. & Treasurer 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.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Nancy Krjss who, being by me duly sworn, did state as follows: that [s]he is Treasurer 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.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Nancy Krejsa who, being by me duly sworn, did state as follows: that [s]he is Treasurer of Syva 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.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally came Mary Kay Boyle
who, being by me duly sworn, did state as follows: that [s]he is Mgr. Director of Bankers
Trust 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.

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

James Bragg
Notary Public