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4/15/03



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

102419855

Tab settings

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

1. Name of conveying party(ies):  
Fisher Hamilton L.L.C.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank  
Internal Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: New York State: NY Zip: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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: 2/14/03

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

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED SCHEDULE.

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED SCHEDULE.

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

Name: Penelope Agodoa  
Internal Address: Federal Research Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1030 15th Street, NW  
\_\_\_\_\_  
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: SEE ATTACHED. 26

7. Total fee (37 CFR 3.41)..... \$665.00

Enclosed  
 Authorized to be charged to deposit account

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.*

Angela Cioffi                                              Angela Cioffi                                              3/19/03  
Name of Person Signing                                              Signature                                              Date

04/16/2003 LMUELER 00000061 76385554

Total number of pages including cover sheet, attachments, and document:  

01 FC:8521  
02 FC:8522

40.00 OP  
625.00 OP

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

TRADEMARK  
REEL: 002711 FRAME: 0603

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>MEXICO continued . . .</i>							
65791-0094	FISHER HAMILTON	10/10/2002	572783			PENDING	11
65791-0074	LABORATORY IN A BOX	3/20/2002	540052			PENDING	20
65791-0075	LABWORKS	3/20/2002	540053	4/26/2002	742946	REGISTERED	09
65791-0080	PERSPECTIVE	6/18/2002	552273			PENDING	09
<b>UNITED STATES</b>							
65791-0039	ACCENT	3/14/2002	76/385,554			PENDING	20
65791-0083	AUTOSASH					MAILED	009
65791-0026	CONCEPT	9/7/2001	76/310,342			PENDING	09
65791-0028	DIMENSION	10/18/2001	76/326,900			ALLOWED	20
65791-0041	DIRECTED AIRFLOW TECHNOLOGY	12/20/2001	76/351,295			PENDING	11
65791-0002	ECLIPSE	11/6/2000	76/160,110			PENDING	09
65791-0078	EDISON	3/14/2002	76/385,555			PENDING	20
65791-0032	EPOXYN	3/15/1979	73/207,394	4/7/1981	1,150,296	REGISTERED	09
65791-0085	FISHER HAMILTON	5/31/2002	76/414,300			PENDING	009
65791-0014	HAMILTON	1/15/1943	71/457,934	6/6/1944	407,400	REGISTERED	20
65791-0004	HAMILTON	10/14/1964	72/203,966	1/11/1966	801,856	REGISTERED	20
65791-0006	HAMILTON	5/20/1968	72/298,596	7/1/1969	872,108	REGISTERED	16
65791-0086	HORIZON	4/16/2002	76/396,590			PENDING	09
65791-0019	INFO-BANK	12/16/1992	74/342,127	8/17/1993	1,788,131	REGISTERED	16
65791-0027	LABORATORY IN A BOX	10/18/2001	76/326,901			ALLOWED	20
65791-0040	LABWORKS	11/12/2001	76/338,074			PENDING	9
65791-0038	LEGACY					MAILED	20
65791-0017	MAX/LAB	10/11/1988	73/756,976	10/31/1989	1,563,402	REGISTERED	20
65791-0071	MAX/MOBILE	12/19/2001	76/350,931			ALLOWED	20
65791-0088	MAX/WALL	5/7/2002	76/404,466			PENDING	09
65791-0013	NO EQUAL	5/3/1994	74/519,801	5/16/1995	1,894,094	REGISTERED	16
65791-0042	PERSPECTIVE	12/19/2001	76/350,930			PENDING	20
65791-0030	PIONEER	9/7/2001	76/310,343			PENDING	09
65791-0089	PRESTIGE	5/24/2002	76/412,064			PENDING	009
65791-0087	PROFILE	5/7/2002	76/404,465			PENDING	20
65791-0093	REGENCY	12/16/2002	78/194,928			PENDING	09
65791-0016	SAFEAIRE	4/3/1987	73/652,903	10/27/1987	1,462,649	REGISTERED	09
65791-0092	TRADITION	12/16/2002	78/194,929			PENDING	09

END OF REPORT

TOTAL ITEMS SELECTED = 60

Fisher Hamilton LLC

Trademark Report by Country  
 Status: ACTIVE

Printed: 1/29/2003

Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BENELUX</b>							
65791-0001	HAMILTON	5/24/1971	4881	5/24/1971	033552	REGISTERED	10,20
<b>CANADA</b>							
65791-0062	CONCEPT	10/12/2001	1118265			PENDING	
65791-0033	EPOXYN	4/16/1991	679,803	2/21/1992	TMA394,561	REGISTERED	**
65791-0063	FISHER HAMILTON	10/12/2001	1118179			PENDING	
65791-0036	HAMILTON	1/11/1943	0182014	1/11/1943	UCA017605	REGISTERED	*
65791-0072	LABORATORY IN A BOX	12/20/2001	1125843			PENDING	
65791-0073	LABWORKS	12/20/2001	1125844			PENDING	
65791-0064	MAX/LAB	10/12/2001	1118263			PENDING	
65791-0065	NO EQUAL	10/12/2001	1118264			PENDING	
65791-0079	PERSPECTIVE	5/9/2002	1140254			PENDING	
65791-0066	PIONEER	10/12/2001	1118266			PENDING	
65791-0067	SAFEAIRE	10/12/2001	1118262			PENDING	
<b>EUROPEAN UNION (CTM)</b>							
65791-0077	FISHER HAMILTON	2/6/2002	02582146			PENDING	20,09,11
<b>JAPAN</b>							
65791-0068	CONCEPT (in English and Katakana)	10/26/2001	200196186			PENDING	09
65791-0069	FISHER HAMILTON (in English and Katakana)	10/26/2001	200196185			PENDING	20
65791-0007	HAMILTON	12/1/1987	63-133855	2/23/1990	2212461	REGISTERED	20
65791-0020	HAMILTON INDUSTRIES	12/1/1987	62-133859	10/31/1990	2273147	REGISTERED	06,14,20
65791-0034	HAMILTON INDUSTRIES	12/2/1987	62-134282	1/30/1990	2205309	REGISTERED	10
65791-0021	HAMILTON MAX	12/1/1987	62-133856	10/31/1990	2273144	REGISTERED	06,14,20
65791-0022	HAMILTON MAX/CAD	12/1/1987	62-133858	10/31/1990	2273146	REGISTERED	20
65791-0023	HAMILTON MAX/LAB	12/1/1987	62-133857	10/31/1990	2273145	REGISTERED	06,14,20
65791-0025	MAX/CAD (ENGLISH & KATAKANA)	4/16/1990	02042618	11/30/1992	2480978	REGISTERED	20
65791-0010	MAX/LAB (ENGLISH & KATAKANA)					PROPOSED	**
65791-0024	MAX/LAB (ENGLISH & KATAKANA)	4/16/1990	02-042617	11/30/1992	2480977	REGISTERED	20
65791-0070	PIONEER (in English and	10/26/2001	2001-96187			PENDING	09
65791-0015	SAFEAIRE	12/2/1987	62-134280	2/28/1992	2384644	REGISTERED	09,11
<b>MEXICO</b>							
65791-0076	FISHER HAMILTON	4/2/2002	541374			PENDING	09
65791-0084	FISHER HAMILTON	4/2/2002	541373			PENDING	11

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

February 14, 2003,

among

FISHER SCIENTIFIC INTERNATIONAL INC.,

FISHER SCIENTIFIC COMPANY L.L.C.,

CERTAIN OTHER SUBSIDIARIES OF  
FISHER SCIENTIFIC INTERNATIONAL INC.

and

JPMORGAN CHASE BANK,

as Collateral Agent

TABLE OF CONTENTS

ARTICLE I

Definitions

SECTION 1.01.	<u>Credit Agreement</u> . . . . .	1
SECTION 1.02.	<u>Other Defined Terms</u> . . . . .	1

ARTICLE II

Guarantee

SECTION 2.01.	<u>Guarantee</u> . . . . .	6
SECTION 2.02.	<u>Guarantee of Payment</u> . . . . .	7
SECTION 2.03.	<u>No Limitations.</u> . . . . .	7
SECTION 2.04.	<u>Reinstatement</u> . . . . .	8
SECTION 2.05.	<u>Agreement To Pay; Subrogation</u> . . . . .	8
SECTION 2.06.	<u>Information</u> . . . . .	9

ARTICLE III

Pledge of Securities

SECTION 3.01.	<u>Pledge</u> . . . . .	9
SECTION 3.02.	<u>Delivery of the Pledged Collateral</u> . . . . .	10
SECTION 3.03.	<u>Representations, Warranties and Covenants</u> . . . . .	10
SECTION 3.04.	<u>Certification of Limited Liability Company and Limited Partnership Interests</u> . . . . .	12
SECTION 3.05.	<u>Registration in Nominee Name; Denominations</u> . . . . .	12
SECTION 3.06.	<u>Voting Rights; Dividends and Interest</u> . . . . .	13

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01.	<u>Security Interest</u> . . . . .	15
SECTION 4.02.	<u>Representations and Warranties</u> . . . . .	17
SECTION 4.03.	<u>Covenants</u> . . . . .	20
SECTION 4.04.	<u>Other Actions</u> . . . . .	25

SECTION 4.05.	<u>Covenants Regarding Patent, Trademark and Copyright Collateral</u>	. . . . . 28
SECTION 4.06.	<u>Covenants Regarding Intercompany Debt</u>	. . . . . 31

ARTICLE V

Remedies; Certain Sharing Arrangements

SECTION 5.01.	<u>Remedies Upon Default</u>	. . . . . 31
SECTION 5.02.	<u>Application of Proceeds</u>	. . . . . 33
SECTION 5.03.	<u>Grant of License to Use Intellectual Property</u>	. . . . . 34
SECTION 5.04.	<u>Securities Act</u>	. . . . . 34
SECTION 5.05.	<u>Registration</u>	. . . . . 35
SECTION 5.06.	<u>Senior Note Obligations</u>	. . . . . 36
SECTION 5.07.	<u>Security Interests of the Company</u>	. . . . . 36

ARTICLE VI

Indemnity, Subrogation and Subordination

SECTION 6.01.	<u>Indemnity and Subrogation</u>	. . . . . 37
SECTION 6.02.	<u>Contribution and Subrogation</u>	. . . . . 37
SECTION 6.03.	<u>Subordination</u>	. . . . . 38

ARTICLE VII

Miscellaneous

SECTION 7.01.	<u>Notices</u>	. . . . . 38
SECTION 7.02.	<u>Security Interest Absolute</u>	. . . . . 38
SECTION 7.03.	<u>Survival of Agreement</u>	. . . . . 39
SECTION 7.04.	<u>Binding Effect; Several Agreement</u>	. . . . . 39
SECTION 7.05.	<u>Successors and Assigns</u>	. . . . . 40
SECTION 7.06.	<u>Collateral Agent's Fees and Expenses; Indemnification</u>	. . . . . 40
SECTION 7.07.	<u>Collateral Agent Appointed Attorney-in-Fact</u>	. . . . . 41
SECTION 7.08.	<u>APPLICABLE LAW</u>	. . . . . 42
SECTION 7.09.	<u>Waivers; Amendment</u>	. . . . . 42
SECTION 7.10.	<u>WAIVER OF JURY TRIAL</u>	. . . . . 42
SECTION 7.11.	<u>Severability</u>	. . . . . 43
SECTION 7.12.	<u>Counterparts</u>	. . . . . 43
SECTION 7.13.	<u>Headings</u>	. . . . . 43

SECTION 7.14.	<u>Jurisdiction; Consent to Service of Process</u>	43
SECTION 7.15.	<u>Termination or Release</u>	44
SECTION 7.16.	<u>Additional Subsidiaries</u>	45
SECTION 7.17.	<u>Right of Set-off</u>	45
SECTION 7.18.	<u>Collateral Sharing Agreement</u>	46

SCHEDULES:

Schedule I	Initial Subsidiary Parties
Schedule II	Equity Interests
Schedule III	Intellectual Property

EXHIBITS:

Exhibit I	Form of Supplement
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GUARANTEE AND COLLATERAL AGREEMENT dated as of February 14, 2003, among FISHER SCIENTIFIC INTERNATIONAL INC., FISHER SCIENTIFIC COMPANY L.L.C., CERTAIN OTHER SUBSIDIARIES OF FISHER SCIENTIFIC INTERNATIONAL INC. and JPMORGAN CHASE BANK, as Collateral Agent.

Reference is made to the Credit Agreement dated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Fisher Scientific International Inc. (the "Company"), Fisher Scientific Company L.L.C. (the "Initial Borrower"), the Lenders party thereto and JPMorgan Chase Bank, as Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.



"Article 9 Collateral" has the meaning assigned to such term in Section 4.01.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Collateral Account" has the meaning assigned to such term in the Collateral Sharing Agreement.

"Company" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Excluded Contracts" means one or more General Intangibles, Copyright Licenses, Patent Licenses, Trademark Licenses or other contracts between any Grantor and one or more other Persons (other than the Company or a Subsidiary) that by their terms would be breached by the grant of the security interests created pursuant to the terms of this Agreement; provided that the term "Excluded Contracts" shall not include any rights for money due or to become due pursuant to any Excluded Contract.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"Grantors" means (i) the Company, (ii) the Initial Borrower, (iii) the Subsidiary Parties that are Domestic Loan Parties, (iv) FSWH Company LLC, as owner of all Equity Interests in FSI Receivables Company LLC, a Receivables

Subsidiary, but only for so long as it holds any such Equity Interests and (v) any Subsidiary that is not a Domestic Loan Party but that holds Equity Interests in FSI Receivables Company LLC or any other Receivables Subsidiary, but only for so long as such other Subsidiary holds any such Equity Interests.

"Guarantors" means (i) the Company, (ii) the Initial Borrower and (iii) the Subsidiary Parties that are Domestic Loan Parties other than any Foreign Subsidiary Holding Company.

"Initial Borrower" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Intercompany Debt" means any Indebtedness of the Company or any Subsidiary owing to any Grantor.

"Intercompany Note" means any promissory note or other instrument evidencing Intercompany Debt.

"License" means any Patent License, Trademark License, Copyright License, including those listed on Schedule III.

"Loan Document Obligations" means (a) the due and punctual payment by each Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates when prepayment is required under the Credit Agreement or otherwise, (ii) each payment required to be made by any Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of any Borrower to any of the Secured

Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense and reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual performance of all other obligations of each Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (a) Loan Document Obligations and (b) the due and punctual payment and performance of all obligations of the Company and any of its Subsidiaries under each Swap Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other certificated securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Restricted Collateral" means Collateral that constitutes a "Principal Property" or "shares of stock or indebtedness of any Restricted Subsidiary", in each case within the meaning of and as defined in the Senior Note Indenture.

"Secured Parties" means (a) the Administrative Agent, (b) the Collateral Agent, (c) the Lenders, (d) the Issuing Banks, (e) each counterparty to any Swap Agreement with the Company or any Subsidiary the obligations under which constitute Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (g) solely with respect to Restricted Collateral, the Senior Note Trustee for the benefit of the holders of the Senior Note Obligations and (h) the successors and assigns of each of the foregoing.

"Security Interest" has the meaning assigned to such term in Section 4.01.

"Senior Note Indenture" means the Indenture dated as of December 5, 1995, between the Company and the Senior Note Trustee.

"Senior Note Obligations" means the due and punctual payment by the Company of the principal of, and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Senior Notes, when and as due, whether at maturity, by acceleration, upon one or more dates when prepayment is required under the Senior Notes Indenture or otherwise.

"Senior Notes" means the 7-1/8% senior notes due December 15, 2005, of the Company issued pursuant to the

Senior Note Indenture and outstanding on the Effective Date (or issued pursuant to the transfer or exchange of such senior notes outstanding on the Effective Date).

"Senior Note Trustee" means Mellon Bank, N.A. as Trustee under the Senior Note Indenture and any successor in such capacity.

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Grantor or a Guarantor after the Effective Date, but excluding any such Subsidiary that ceases to be a party to this Agreement in accordance with Section 7.15.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Triggering Event" has the meaning assigned to such term in the Collateral Sharing Agreement.

## ARTICLE II

### Guarantee

SECTION 2.01. Guarantee. Each Guarantor unconditionally and irrevocably guarantees, jointly with the

other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to any of the Borrowers or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of any Borrower or any other Person.

SECTION 2.03. No Limitations. (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise (other than a defense of payment or performance); (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the

indefeasible payment in full in cash of all the Obligations). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of any Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Loan Party, other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any Borrower or any other Loan Party or exercise any other right or remedy available to them against any Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of any Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by

virtue hereof, upon the failure of any Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, without duplication, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against any Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

### ARTICLE III

#### Pledge of Securities

SECTION 3.01. Pledge. As security for the payment or performance, as the case may be, in full of the Obligations and, subject to Section 5.06, the Senior Note Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests of any Material Subsidiary or Receivables Subsidiary directly owned by it and listed on Schedule II and any other Equity Interests in a Material Subsidiary or Receivables Subsidiary obtained in the future by such Grantor and the certificates, if any, representing all such Equity Interests (the "Pledged Stock"); provided that, subject to Section 5.15 of the Credit Agreement, the Pledged Stock shall not include more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary Holding Company or any Foreign Subsidiary; (b) all other property that may be



delivered to and held by the Collateral Agent pursuant to the terms of this Agreement; (c) subject to Section 3.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (d) subject to Section 3.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "Pledged Collateral"); subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. Delivery of the Pledged Collateral.

(a) Each Grantor agrees promptly to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities.

(b) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by the Pledged Stock and correctly sets forth all Equity Interests required to be pledged hereunder in order to satisfy the Collateral and Guarantee Requirement;

(b) the Pledged Stock has been duly and validly authorized and issued by the issuers thereof and is fully paid and nonassessable;

(c) except for the security interests granted hereunder, each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreement, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and Permitted Encumbrances), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that would prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) no consent of any other Person (including stockholders, partners, members or creditors of any Grantor) and no consent or approval of any Governmental Authority (except with respect to the Pledged Stock in any Foreign Subsidiary to the extent consent or approval of a Governmental Authority is required by applicable law), any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect or the

failure of which to be obtained would not impair the pledge effected hereby or the rights or remedies of the Secured Parties); and

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement accompanied by stock powers or other instruments of transfer duly endorsed in blank, assuming the continuing possession of such Pledged Securities by the Collateral Agent, the Collateral Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations and, subject to Section 5.06, the Senior Note Obligations; provided that, in the case of Pledged Stock in any Foreign Subsidiary, the legality, validity or perfection of the lien thereon and security interest therein may also be subject to the laws of the jurisdiction where such Foreign Subsidiary is organized.

SECTION 3.04. Certification of Limited Liability Company and Limited Partnership Interests. Each interest in any limited liability company or limited partnership controlled by any Grantor and pledged hereunder shall be represented by a certificate, shall be a "security" within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC.

SECTION 3.05. Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent; provided that prior to the occurrence of a Default, the Collateral Agent shall not exercise its right to hold a Pledged Security in its name or the name of its nominee unless (a) such Pledged Security specifies the Collateral Agent or its nominee as the holder thereof when such security is delivered to the Collateral Agent or (b) the exercise of such right is necessary to create or perfect a security interest in Equity Interests of a Foreign Subsidiary or a Foreign Subsidiary Holding Company. Each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. Upon the occurrence and during the continuation of a Default, the Collateral Agent shall have the right to

exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.06. Voting Rights; Dividends and Interest. (a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have notified the Grantors that their rights under this Section are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided that such rights and powers shall not be exercised in any manner that would materially and adversely impair any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall

be and become part of the Pledged Collateral, and, if received by any Grantor, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 3.06, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived and the applicable Grantor or Grantors have delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.06, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise

such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 3.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a) (i) or paragraph (a) (iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

#### ARTICLE IV

##### Security Interests in Personal Property

SECTION 4.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations and, subject to Section 5.06, the Senior Note Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of its right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;

- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Investment Property;
- (x) all Fixtures;
- (xi) all books and records pertaining to the Article 9 Collateral;
- (xii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and
- (xiii) the Collateral Account and all accounts or investments held therein or created thereunder.

Notwithstanding the foregoing, the term "Article 9 Collateral" shall not include (i) any Receivables or Related Security that, in each case, have been sold or otherwise transferred in connection with, or are subject to any Liens created pursuant to or in accordance with, any Permitted Receivables Financing, (ii) any Excluded Contracts, (iii) any Equipment that constitutes motor vehicles or that, as of the date hereof, is subject to a Lien set forth in Schedule 6.02 of the Credit Agreement but only to the extent that (and so long as) the terms of such Lien specifically prohibit the granting of a prior, pari passu or junior Lien and security interest in such Equipment, and then only so long as the obligations secured by such Lien remain outstanding after which time such Equipment shall be subject to the security interests and Liens created by this Agreement, (iv) subject to Section 5.15 of the Credit Agreement, more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary Holding Company or any Foreign Subsidiary, (v) Equity Interests in Immaterial Subsidiaries and (vi) any asset or property that is owned by a Grantor as of the date hereof or that is purchased or otherwise acquired (including through a Permitted Acquisition) in accordance with the terms of the Credit Agreement subject to an existing Lien permitted by Section 6.02 of the Credit Agreement or a contractual restriction if the terms of such Lien or contractual restriction would prohibit the grant of a Lien in such asset or property under this Agreement, so long as such Lien or contractual restriction has not been granted to and/or does not run to the benefit of any Loan Party or any Affiliate of any Loan Party and such restriction is permitted by Section 6.09 of the Credit Agreement.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor and (ii) in the case of a financing statement filed as a fixture filing or covering Article 9 Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor as modified, delivered, prepared or supplemented from time to time by the Credit Agreement and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. Representations and Warranties.  
The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Except for the Security Interest granted pursuant to this Agreement and the other Liens permitted to exist on such Grantor's Article 9 Collateral by the Credit Agreement, each Grantor has good and valid rights in and title to the Article 9 Collateral owned by it with respect to which it has



purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained or the failure of which to have been obtained would not impair the Security Interest or the rights or remedies of the Secured Parties.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete as of the Effective Date. The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate (or specified by notice from the Company to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.03(a) or 5.12 of the Credit Agreement) are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor shall ensure that a fully executed agreement in the form hereof and containing a description of all Article 9 Collateral consisting of Intellectual Property shall have been received so that the Collateral Agent may record such agreement as soon as

practicable after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and as soon as practicable after the execution of this Agreement with respect to United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than the filing of Uniform Commercial Code financing statements as described above and such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations and, subject to Section 5.06, the Senior Note Obligations, (ii) subject to the filings and recordings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) subject to the filings and recordings described in Section 4.02(b), a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations

thereunder, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Permitted Encumbrances that have priority as a matter of law and Liens expressly permitted to be prior to the Security Interest pursuant to clause (c), (d) or (e) of Section 6.02 of the Credit Agreement.

(d) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors hold any commercial tort claim in an amount reasonably estimated to exceed \$500,000 as of the Effective Date except as indicated on the Perfection Certificate.

SECTION 4.03. Covenants. (a) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(b) Each Grantor shall, at its own expense, take any and all actions necessary to defend title to the

Article 9 Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(c) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith, but subject to the other terms of this Agreement (including the proviso in Section 4.05(e)). If any amount payable under or in connection with any of the Article 9 Collateral in excess of \$500,000 shall be or become evidenced by any promissory note or other instrument (other than Intercompany Notes), such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(d) The Collateral Agent and its representatives shall have the right, at the Collateral Agent's own cost and expense (unless a Default has occurred and is continuing, in which case the Grantors shall pay such expenses), to inspect the Article 9 Collateral, all records related thereto (and

to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.09 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting, in coordination with the applicable Grantor, Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification; provided that the Collateral Agent shall not be entitled to contact any such Account Debtor unless a Default has occurred and is continuing. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral in each case to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization except that, unless a Default has occurred and is continuing, no such tax, assessment, charge or levy need be paid or satisfied if the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor; provided, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account that is Article 9 Collateral, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record

unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

(g) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(h) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral, except as expressly permitted by the Credit Agreement, and each Grantor shall remain at all times in possession of the Article 9 Collateral owned by it, except that unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Article 9 Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Article 9 Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, agent, bailee, or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance reasonably satisfactory to the Collateral Agent, that such warehouseman, agent, bailee or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without further consent from the Grantor, and that such warehouseman, agent, bailee or processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

(i) None of the Grantors will, without the Collateral Agent's prior written consent, grant any

extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, compromises, settlements, releases, credits or discounts granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(j) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to their Inventory and Equipment to the extent and in the manner provided in Section 5.07 of the Credit Agreement; provided that all policies or certificates with respect to such insurance (and any other insurance maintained by such Grantor) (i) shall be endorsed to the Collateral Agent's satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as additional insured and loss payee) and (ii) shall state that such insurance policies shall not be canceled or revised in any material respect without at least 10 Business Days prior written notice thereof by the insurer to the Collateral Agent. Certified copies of such policies or certificates shall be deposited with the Collateral Agent. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon

demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(k) Each Grantor shall maintain, in form and manner reasonably satisfactory to the Collateral Agent, records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto.

SECTION 4.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments included in the Article 9 Collateral (other than Intercompany Notes) evidencing an obligation in excess of \$500,000, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, if a Default has occurred and is continuing and at the request of the Collateral Agent, either (i) cause the depository bank to agree to comply at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor or any other Person, pursuant to an agreement reasonably satisfactory to the Collateral Agent, or (ii) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal, would occur. The provisions of this paragraph shall not apply to (A) any deposit account for which any Grantor, the depository bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent



for the specific purpose set forth therein, (B) deposit accounts for which the Collateral Agent is the depository and (C) deposit accounts subject to lockbox arrangements in connection with any Permitted Receivables Financing.

(c) Investment Property. Except to the extent otherwise provided in Article III, if any Grantor shall at any time hold or acquire any certificated securities (other than Intercompany Notes) with a face amount (in the case of debt securities) or fair market value (in the case of equity securities) of \$500,000 or more, such Grantor shall, within 10 Business Days, notify the Collateral Agent and, upon request of the Collateral Agent, promptly endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any Grantor shall at any time hold or acquire any uncertificated securities that are issued to such Grantor or its nominee directly by the issuer thereof and have a face amount (in the case of debt securities) or fair market value (in the case of equity securities) of \$500,000 or more, such Grantor shall, within 10 Business Days, notify the Collateral Agent and, upon request of the Collateral Agent, promptly either (i) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (ii) arrange for the Collateral Agent to become the registered owner of the securities. If any Grantor shall at any time hold any securities, whether certificated or uncertificated, or other investment property with a face amount (in the case of debt securities or other investment property in the nature of debt securities) or fair market value (in the case of equity securities or other investment property in the nature of equity securities) of \$500,000 or more, through a securities intermediary or commodity intermediary, such Grantor shall, within 10 Business Days, notify the Collateral Agent and, upon request of the Collateral Agent, promptly either (A) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such security entitlements, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (B) in the

case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary. The covenants and agreements of the Grantors contained in this subparagraph (c) shall not apply to Equity Interests in Immaterial Subsidiaries or, subject to Section 5.15 of the Credit Agreement, more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary Holding Company or any Foreign Subsidiary.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, in each case, securing or evidencing an obligation in excess of \$500,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under New York UCC Section 9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control,

for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter of Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor with a face amount in excess of \$500,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid to the applicable Grantor unless an Event of Default has occurred or is continuing.

(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim in an amount reasonably estimated to exceed \$500,000, the Grantor shall promptly notify the Collateral Agent thereof in a writing signed by such Grantor including a summary description of such claim and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act) whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue

to mark any products covered by a Patent that is material to the conduct of such Grantor's business with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent,

Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable; provided that with respect to a Patent, Trademark or Copyright that is registered in a jurisdiction outside of the United States, the applicable Grantor shall only be required to evidence the Collateral Agent's security interest if the Collateral Agent so requests and if the cost of evidencing such security interest is not disproportionate to the value of such Patent, Trademark or Copyright.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if required of advisable in the exercise of good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if required of advisable in the exercise of good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Article 9 Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.06. Covenants Regarding Intercompany Debt. (a) Each Grantor agrees that, except for the Security Interest granted hereunder, it will not grant a security interest in or pledge any Intercompany Debt owing to it, including any Intercompany Debt that is evidenced by a promissory note or other instrument, and if such Intercompany Debt is evidenced by a promissory note or other instrument, such Grantor or the Company will retain physical possession of any such promissory note or other instrument.

(b) Each Grantor agrees that, if an Event of Default has occurred and is continuing and the Collateral Agent or any other Secured Party has begun to exercise rights or remedies under this Agreement, such Grantor will cause any Intercompany Debt owing to it to be evidenced by a promissory note or other instrument and shall deliver all such notes or other instruments to the Collateral Agent accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request.

## ARTICLE V

### Remedies; Certain Sharing Arrangements

SECTION 5.01. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default or a Triggering Event, each Grantor agrees to deliver each item of Article 9 Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and,

generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of the Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place

fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and (unless such Collateral is not Restricted Collateral or the Senior Note Obligations are no longer outstanding at the time) may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default or Triggering Events shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. (a) The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in the order and manner specified in the Collateral Sharing Agreement.



(b) The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds in accordance with the Collateral Sharing Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may only be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default or a Triggering Event; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the

extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral if necessary under the Federal Securities Laws, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion and in conformity with applicable laws (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

SECTION 5.05. Registration. Each Grantor agrees that, upon the occurrence and during the continuance of an Event of Default or a Triggering Event, if for any reason the Collateral Agent desires to sell any of the Pledged Collateral at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Collateral. Each Grantor further agrees to indemnify,

defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses to the Collateral Agent of legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any alleged untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Collateral by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of the Pledged Collateral under the Blue Sky or other securities laws of such states as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section 5.05. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.05 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 5.05 may be specifically enforced.

**SECTION 5.06. Senior Note Obligations.**

Notwithstanding anything to the contrary in this Agreement, (a) the Senior Note Obligations are secured solely by the Restricted Collateral and (b) the grant of any Lien on the Restricted Collateral to secure the Senior Note Obligations is solely intended to comply with Section 1010 of the Senior Note Indenture and shall be effective to the extent (and only to the extent) required by such Section.

**SECTION 5.07. Security Interests of the Company.**

Notwithstanding anything to the contrary in this Agreement, for the purposes of Article III and Article IV of this Agreement, the pledges and Security Interests granted by the Company in its capacity as a Grantor pursuant to this Agreement shall be deemed to secure only its obligations as a Guarantor under Article II of this Agreement and, if it is

a Borrower, its Obligations in its capacity as a Borrower; provided that the foregoing shall not apply if the Company becomes the Term Loan Borrower and assumes the obligations of the Initial Borrower under the Credit Agreement. Unless and until the Company becomes a Borrower under the Credit Agreement, nothing herein shall be construed as effecting any guarantee of Indebtedness of the Company by any Subsidiary.

## ARTICLE VI

### Indemnity, Subrogation and Subordination

SECTION 6.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), each Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of any Obligation of such Borrower, then such Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part an Obligation or Senior Note Obligation of such Borrower, then such Borrower shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. Contribution and Subrogation. Each Guarantor and Grantor (a "Contributing Party") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation or assets of any other Grantor shall be sold pursuant to any Security Document to satisfy any Obligation or Senior Note Obligation owed to any Secured Party and such other Guarantor or Grantor (the "Claiming Party") shall not have been fully indemnified by the applicable Borrower or Borrowers as provided in Section 6.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors and Grantors on the date hereof (or, in the case of any Guarantor or Grantor becoming a party hereto pursuant to Section 7.16, the date of the supplement hereto executed and delivered by such

Guarantor or Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Party under Section 6.01 to the extent of such payment.

SECTION 6.03. Subordination. (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors and Grantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of any Borrower or any Guarantor or Grantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor or Grantor with respect to its obligations hereunder, and each Guarantor and Grantor shall remain liable for the full amount of the obligations of such Guarantor or Grantor hereunder.

(b) Each Guarantor and Grantor hereby agrees that all Indebtedness and other monetary obligations owed by it to any other Guarantor, Grantor or any other Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

## ARTICLE VII

### Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to the Initial Borrower or any Subsidiary Party shall be given to it in care of the Company as provided in Section 10.01 of the Credit Agreement.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor and Guarantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from

the Credit Agreement, any other Loan Document or any other agreement or instrument (other than this Agreement), (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Guarantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full in cash of all the Obligations).

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other

Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor or Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.03 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor and each Guarantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.03 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto, or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnitee or any of its Related Parties.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor accompanied by an invoice or other summary of the amount or amounts payable.

SECTION 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided that the Collateral Agent agrees not to exercise such power unless an Event of Default or a Triggering Event shall have occurred and be continuing. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default or a Triggering Event, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Article 9 Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral; (d) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of Accounts Receivable to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a



result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

**SECTION 7.08. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7.09. Waivers; Amendment.** (a) No failure or delay by the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.02 of the Credit Agreement.

**SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF**

ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the

Collateral Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or Guarantor or its properties in the courts of any jurisdiction.

(b) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination or Release. (a) This Agreement, the Guarantees made herein, the Security Interest and all other security interests granted hereby shall terminate when all the Loan Document Obligations (other than unliquidated contingent liabilities in respect of indemnification obligations) have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Banks have no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder (including its guarantee, if any, pursuant to Article II) and the Security Interest in the Collateral owned by such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary; provided that the Required Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Subject to Section 6.12 of the Collateral Sharing Agreement, upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit

Agreement to any Person that is not a Grantor, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.02 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent, other than any warranty stating that the Security Interest created hereunder is, subject to any necessary filings or recordations, being terminated by such termination or release.

SECTION 7.16. Additional Subsidiaries. Pursuant to Section 5.12 of the Credit Agreement, each Domestic Loan Party that was not in existence or not a Domestic Loan Party on the Effective Date is required to enter in this Agreement as a Subsidiary Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Exhibit I hereto, such Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other Guarantor or Grantor hereunder. The rights and obligations of each Guarantor or Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Party as a party to this Agreement.

SECTION 7.17. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Subsidiary Party against any of and all the obligations of such Subsidiary Party now or hereafter existing under this agreement owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmaturred. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which such Lender may have.

SECTION 7.18. Collateral Sharing Agreement. Each Grantor agrees to be bound by the terms of the Collateral Sharing Agreement and, without limiting the generality of the foregoing, expressly agrees that all obligations and liabilities of a "Grantor" thereunder apply to such Grantor with the same force and effect as if such Grantor were a signatory thereto. Article II of the Collateral Sharing Agreement shall apply to this Agreement and any actions taken or permitted to be taken by the Collateral Agent hereunder. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Collateral Sharing Agreement, the terms and conditions of the Collateral Sharing Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FISHER SCIENTIFIC INTERNATIONAL  
INC.,

by

\_\_\_\_\_  
Name:  
Title:

FISHER SCIENTIFIC COMPANY  
L.L.C.,

by Fisher Scientific  
International Inc.,  
manager and sole member

by

\_\_\_\_\_  
Name:  
Title:

COLE-PARMER INSTRUMENT  
COMPANY,

by

\_\_\_\_\_  
Name:  
Title:

FISHER CLINICAL SERVICES INC.,

by

\_\_\_\_\_  
Name:  
Title:

FISHER HAMILTON L.L.C.,

by Fisher Scientific  
International Inc.,  
manager and sole member

by

\_\_\_\_\_  
Name:  
Title:

FISHER SCIENTIFIC WORLDWIDE  
INC.,

by

\_\_\_\_\_  
Name:  
Title:

FSWH COMPANY LLC,

by

\_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK,  
as Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

SCHEDULE I  
to the Guarantee and  
Collateral Agreement

INITIAL SUBSIDIARY PARTIES

Cole-Parmer Instrument Company  
Fisher Clinical Services Inc.  
Fisher Hamilton L.L.C.  
Fisher Scientific Worldwide Inc.  
FSWH Company LLC



**Schedule II  
TO THE  
GUARANTEE AND COLLATERAL AGREEMENT  
EQUITY INTERESTS**

<b>Issuer</b>	<b>Number of Certificate</b>	<b>Record Owner</b>	<b>Number of Shares and Class of Equity Interest</b>	<b>Percentage of Total Equity Interests Pledged</b>
Fisher Scientific Worldwide Inc.	1	Fisher Scientific International Inc.	1,000/Common	100%
Fisher Scientific Company L.L.C.	2	Fisher Scientific International Inc.	100% Membership Interest	100%
Fisher Hamilton L.L.C.	1	Fisher Scientific International Inc.	100% Membership Interest	100%
Fisher Clinical Services Inc.	C2	Fisher Scientific Company L.L.C.	930,000/Common	100%
Cole-Parmer Instrument Company	58	Fisher Clinical Services Inc.	345,400	100%
FSI Receivables Company LLC	No Number	FSWH Company LLC	100% Limited Liability Company Interest	100%

**SCHEDULE III**

**TO THE**

**GUARANTEE AND COLLATERAL AGREEMENT**

**INTELLECTUAL PROPERTY**

FISHER SCIENTIFIC INTERNATIONAL INC.  
 INTELLECTUAL PROPERTY - COPYRIGHTS

TITLE	REG. NO.	REG. DATE	NATURE OF WORK	RECORD OWNER
FISHER CHEMICAL INDEX: INCLUDING NEW U S P/N F/ C C GRADE CHEMICALS	TX-1-006-101	10/14/82		FISHER SCIENTIFIC COMPANY L.L.C.
FISHER SCIENTIFIC: APPARATUS, CHEMICALS, FURNITURE AND SUPPLIES FOR INDUSTRIAL, CLINICAL, COLLEGE, AND GOVERNMENT LABORATORIES	TX-646-768	12/04/80		FISHER SCIENTIFIC COMPANY L.L.C.
REVIEW OF THE BLOOD GASES: A PROGRAMMED TEXT	TXu-96-856	06/01/82		FISHER SCIENTIFIC COMPANY L.L.C.
FISHER CHEMICAL INDEX	TX-656-979	12/04/80		FISHER SCIENTIFIC COMPANY L.L.C.
PERIODIC CHART OF THE ELEMENTS	TX-184-085	01/30/79		FISHER SCIENTIFIC COMPANY L.L.C.
FISHER SAFETY MANUAL	TX-232-019	04/20/79		FISHER SCIENTIFIC COMPANY L.L.C.
FISHER SAFETY MANUAL	TX-232-018	04/20/79		FISHER SCIENTIFIC COMPANY L.L.C.
FISHER SCIENTIFIC COMPANY: APPARATUS, CHEMICALS, FURNITURE AND SUPPLIES FOR INDUSTRIAL, CLINICAL, COLLEGE, AND GOVERNMENT LABORATORIES: CATALOG	TX-412-473	12/21/78	CATALOG	FISHER SCIENTIFIC COMPANY L.L.C.
FISHER EDUCATIONAL MATERIALS	TX-161-881	12/21/78		FISHER SCIENTIFIC COMPANY L.L.C.
DICISION CATALOG				
FISHER SPECIALITIES	TX-179-441	12/21/78		FISHER SCIENTIFIC COMPANY L.L.C.

[In general, Fisher doesn't have copyrighted materials. To the extent Fisher creates copyrightable materials, current laws do not require the registration of these materials. Fisher's practice is not to register copyrights.]

FISHER SCIENTIFIC INTERNATIONAL INC.  
 INTELLECTUAL PROPERTY - COPYRIGHTS

TITLE	REG. NO.	REG. DATE	NATURE OF WORK	RECORD OWNER
A2 APARATUS	TXu-755-960	08/22/00		FISHER SCIENTIFIC COMPANY L.L.C.
EMERGENCY PREPAREDNESS PLAN	TXu-674-488	11/09/98		FISHER SCIENTIFIC COMPANY L.L.C.
WIN WITH SEC YOUR ... PERSONAL HANDBOOK TO SAFETY	TX 4-799-491	06/22/98		FISHER SCIENTIFIC COMPANY L.L.C.
CORNERSTONE, 4.1	TXu-836-206	01/30/98		FISHER SCIENTIFIC COMPANY L.L.C.
SUPPLYLINK: VERSION 2.1	TXu-179-441	04/08/96		FISHER SCIENTIFIC COMPANY L.L.C.
REQUISITION INVENTORY MANAGEMENT SYSTEM (rims) PROGRAM	TXu-595-288	09/19/95	COMPUTER PROGRAM	FISHER SCIENTIFIC COMPANY L.L.C.
MSDS	TXu-691-101	08/03/95	COMPUTER PROGRAM	FISHER SCIENTIFIC COMPANY L.L.C.
DB-CVU FOR WINDOWS DATA BASE- CHROMATOGRAM VIEWING UTILITY	TXu-663-328	12/02/94	SOFTWARE	FISHER SCIENTIFIC COMPANY L.L.C.
CMS INTERACT	TX-2-798-224	04/16/90	WORKS OF A NONDRAMATIC LITERARY NATURE	FISHER SCIENTIFIC COMPANY L.L.C.
CHEMALER: THE CHEMICAL LABEL THAT MAKES SAFETY INSTANTLY CLEAR	TX-2-767-382	09/29/89	WORKS OF A NONDRAMATIC LITERARY NATURE	FISHER SCIENTIFIC COMPANY L.L.C.
CHEMALER: THE CHEMICAL LABEL THAT MAKES SAFETY INSTANTLY CLEAR	TX-2-722-281	09/28/89	WALL CHART	FISHER SCIENTIFIC COMPANY L.L.C.
ORDER QUOTATION SYSTEM USER'S GUIDE	TXu-306-260	12/09/87	WORKS OF A NONDRAMATIC LITERARY NATURE	FISHER SCIENTIFIC COMPANY L.L.C.
LABTRAK: KEYBOARD TO EFFECTIVE TIME AND DATA MANAGEMENT	TX-1-310-438	02/21/84	WORKS OF A NONDRAMATIC LITERARY NATURE	FISHER SCIENTIFIC COMPANY L.L.C.
CONTEMPORARY LABORATORY FURNITURE	TX-1-154-455	07/21/83	WORKS OF A NONDRAMATIC LITERARY NATURE	FISHER SCIENTIFIC COMPANY L.L.C.
FISHER SAFETY MANUAL	TX-987-169	10/04/82		FISHER SCIENTIFIC COMPANY L.L.C.
FISHER SCIENTIFIC: APPARATUS, CHEMICALS, FURNITURE AND SUPPLIES FOR INDUSTRIAL, CLINICAL, COLLEGE, AND GOVERNMENT LABORATORIES	TX-987-170	10/04/82		FISHER SCIENTIFIC COMPANY L.L.C.

TRADEMARK  
 REEL: 002711 FRAME: 0662

**Cole-Parmer Instrument Company**

Patent Report by Country  
Status: ACTIVE

Printed: 1/27/2003 Page 1

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**CANADA**

**IMPROVED PERISTALTIC PUMP**

66006-0257	6/5/1995	2,195,871				PENDING
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**METHOD AND APPARATUS FOR VERIFYING ACCURACY OF AN INFRARED THERMOMETER**

66006-0267	11/19/2001	2,363,174				PENDING
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**PERISTALTIC PUMP**

66006-0228	6/22/1988	570,121	7/9/1991	1,285,820		ISSUED
66006-0236	8/1/1991	2,048,287	9/17/2002	2,048,287		ISSUED
66006-0250	9/14/1994	2,132,070				PENDING

**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0244	9/28/1993	2,123,695				PUBLISHED
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**PUMP WITH REMOVABLE CARTRIDGES**

66006-0222	4/20/1989	597,302	12/31/199	1,293,648		ISSUED
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**FRANCE**

**DRESSING AND CONDIMENTS DISPENSER**

66006-0221	4/17/1984	841733	4/17/1984	841733		ISSUED
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**IMPROVED PERISTALTIC PUMP**

66006-0258	6/5/1995	95923708.2	5/6/1999	0774075		ISSUED
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**PERISTALTIC PUMP**

66006-0229	6/24/1988	88305841.4	3/18/1992	0300625		ISSUED
66006-0237	8/19/1991	91307628.7	2/28/1996	0473348		ISSUED
66006-0251	9/19/1994	94306818.9	1/12/2000	0648509		ISSUED

**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0245	9/28/1993	93923158.5	1/29/1997	0619859		ISSUED
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**PUMP WITH REMOVABLE CARTRIDGES**

66006-0223	4/19/1989	89303859.6	2/3/1993	0339857		ISSUED
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**GERMANY**

**IMPROVED PERISTALTIC PUMP**

66006-0259	6/5/1995	69509533	5/6/1999	0774075		ISSUED
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**PERISTALTIC PUMP**

66006-0230	6/24/1988	3869254	3/18/1992	0300625		ISSUED
66006-0238	8/19/1991	69117393	2/28/1996	0473348		ISSUED
66006-0252	9/19/1994	69422577	1/12/2000	0648509		ISSUED

**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0246	9/28/1993	69307867	1/29/1997	0619859		ISSUED
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**PUMP WITH REMOVABLE CARTRIDGES**

66006-0224	4/19/1989	P68904684	2/3/1993	0339857		ISSUED
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TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**ITALY****IMPROVED PERISTALTIC PUMP**

66006-0260	6/5/1995	95923708.2	5/6/1999	0774075	ISSUED
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**PERISTALTIC PUMP**

66006-0231	6/24/1988	88305841.4	3/18/1992	0300625	ISSUED
66006-0239	8/19/1991	91307628.7	2/28/1996	0473348	ISSUED
66006-0253	9/19/1994	94306818.9	1/12/2000	0648509	ISSUED

**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0247	9/28/1993	93923158.5	1/29/1997	0619859	ISSUED
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**PUMP WITH REMOVABLE CARTRIDGES**

66006-0225	4/19/1989	52442BE92	2/12/1999	0339857	ISSUED
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**JAPAN****PERISTALTIC PUMP**

66006-0232	6/27/1988	159038/88	5/19/2000	3068132	ISSUED
66006-0233	6/27/1988	2000-14878	4/13/2001	3179453	ISSUED
66006-0254	9/20/1994	225180/94			PENDING

**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0268	9/28/1993	509276/94			PENDING
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**PUMP WITH REMOVABLE CARTRIDGES**

66006-0226	4/26/1989	107086/89	2/12/1999	2885416	ISSUED
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**NETHERLANDS****PERISTALTIC PUMP**

66006-0240	8/19/1991	91307628.7	2/28/1996	0473348	ISSUED
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**SWEDEN****PERISTALTIC PUMP**

66006-0241	8/19/1991	91307628.7	2/28/1996	0473348	ISSUED
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**SWITZERLAND****IMPROVED PERISTALTIC PUMP**

66006-0262	6/5/1995	95923708.2	5/6/1999	0774075	ISSUED
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**PERISTALTIC PUMP**

66006-0242	8/19/1991	91307628.7	2/28/1996	0473348	ISSUED
66006-0255	9/19/1994	94306818.9	1/12/2000	0648509	ISSUED

**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0248	9/28/1993	93923158.5	1/29/1997	0619859	ISSUED
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**UNITED KINGDOM****IMPROVED PERISTALTIC PUMP**

66006-0263	6/5/1995	95923708.2	5/6/1999	0774075	ISSUED
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**PERISTALTIC PUMP**

66006-0234	6/24/1988	88305841.4	3/18/1992	0300625	ISSUED
66006-0243	8/19/1991	91307628.7	2/28/1996	0473348	ISSUED
66006-0256	9/19/1994	94306818.9	1/12/2000	0648509	ISSUED

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**UNITED KINGDOM continued . . .****PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0249	9/28/1993	93923158.5	1/29/1997	0619859	ISSUED
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**PUMP WITH REMOVABLE CARTRIDGES**

66006-0227	4/19/1989	89303859.6		0339857	ISSUED
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**UNITED STATES****BENCH TOP LIQUID TEST METER**

66006-0021	7/6/1995	29/041,120	7/16/1996	D371,748	ISSUED
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**CONTROL METHOD AND APPARATUS FOR PERISTALTIC FLUID PUMP**

66006-0006	12/14/1984	06/682,031	12/29/198	4,715,786	ISSUED
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**DISPENSER HAVING A FLEXIBLE FLUID CONTAINER AND A ROTOR COMPRESSIBLE FLUID DISCHARGE TUBE**

66006-0005	2/13/1984	06/579,381	9/1/1987	4,690,307	ISSUED
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**FLOWMETER WITH IMPROVED END STOPS**

66006-0016	8/9/1994	08/287,728	4/16/1996	5,507,190	ISSUED
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**HAND-HELD WATERPROOF LIQUID TESTING METER**

66006-0020	7/6/1995	29/041,121	7/9/1996	D371,517	ISSUED
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**LIQUID TEST METER**

66006-0019	11/2/1993	29/014,882	1/31/1995	D354,921	ISSUED
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**MAGNETIC RELUCTANCE FLOWMETER**

66006-0017	4/5/1995	08/417,106	5/28/1996	5,520,058	ISSUED
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**METHOD AND APPARATUS FOR VERIFYING ACCURACY OF AN INFRARED THERMOMETER**

66006-0266	11/19/2001	09/992,318			PENDING
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**METHOD OF CALIBRATING AND DETERMINING THE ROTATIONAL AND FLUID DELIVERY VELOCITIES OF A PERISTALTIC FLUID PUMP**

66006-0007	12/18/1987	07/134,832	3/20/1990	4,910,682	ISSUED
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**PERISTALTIC PUMP**

66006-0004	6/15/1984	06/620,906	11/12/198	4,552,516	ISSUED
66006-0008	6/26/1987	07/066,759	3/21/1989	4,813,855	ISSUED
66006-0012	8/28/1990	07/573,904	1/21/1992	5,082,429	ISSUED
66006-0013	9/20/1993	08/123,807	1/10/1995	5,380,173	ISSUED
66006-0014	8/5/1994	08/286,884	11/21/199	5,468,129	ISSUED
66006-0015	5/24/1995	08/448,853	1/9/1996	5,482,447	ISSUED
66006-0264	10/23/2000	09/698,813	12/17/200	6,494,693	ISSUED

**PERISTALTIC PUMP HAVING INDEPENDENTLY ADJUSTABLE CARTRIDGES**

66006-0009	4/29/1988	07/188,286	12/12/198	4,886,431	ISSUED
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**PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION**

66006-0010	10/2/1992	07/955,925	11/2/1993	5,257,917	ISSUED
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**PERISTALTIC PUMP HAVING VARIABLE OCCLUSION RATES**

66006-0002	11/17/1983	06/552,760	5/28/1985	4,519,754	ISSUED
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**SUPPORT STAND**

66006-0235	9/5/1990	29/577,912	1/26/1993	D332,738	ISSUED
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## TITLE

REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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*UNITED STATES continued . . .***TEST INSTRUMENT FOR MEASURING PROPERTIES OF LIQUIDS**

66006-0018	7/31/1992	29/922,968	4/19/1994	D346,123	ISSUED
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**TEST INSTRUMENTS FOR MEASURING PROPERTIES OF LIQUIDS**

66006-0022	10/6/1998	29/094,591	11/23/199	D416,821	ISSUED
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**TUBING LOADING KEY**

66006-0003	10/11/1983	06/540,806	7/9/1985	4,527,323	ISSUED
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**WIPO****PERISTALTIC PUMP**

66006-0265	10/3/2001	PCT/US01/30950			PUBLISHED
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END OF REPORT

TOTAL ITEMS SELECTED = 67



FISHER CLINICAL SERVICES

Patent Report by Country  
Status: ACTIVE

Printed: 1/27/2003 Page 1

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**EUROPEAN**

**CHILD RESISTANT PRODUCT PACKAGE**  
66012-0002

MAILED

**UNITED STATES**

**CHILD-RESISTANT PRODUCT PACKAGE**  
66012-0003 6/30/2000 09/609,719

2/26/2002 6,349,831 ISSUED

**WIPO**

**CHILD RESISTANT PRODUCT PACKAGE**  
66012-0001 6/29/2001 PCT/US01/21094

PUBLISHED

END OF REPORT

TOTAL ITEMS SELECTED = 3

Fisher Hamilton LLC.

Patent Report by Country  
 Status: ACTIVE

Printed: 1/27/2003 Page 1

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**CANADA**

**FUME HOOD WITH ADJUSTABLE BAFFLE ASSEMBLY**

65863-0017	3/9/1993	2,091,285	5/4/1999	2,091,285	ISSUED
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**FUME HOOD WITH AIR FOIL MEMBER**

65863-0009	1/30/1995	2,141,356			PENDING
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**FUME HOOD WITH BAFFLE CONTROL LINKAGE**

65863-0015	3/9/1993	2,091,284	11/9/1999	2,091,284	ISSUED
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**FUME HOOD WITH COUNTERBALANCE SYSTEM**

65863-0006	7/25/1996	2,182,107	1/22/2002	2,182,107	ISSUED
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**FUME HOOD WITH PANEL RETENTION SYSTEM**

65863-0013	3/9/1993	2,091,283	8/3/1999	2,091,283	ISSUED
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**FUME HOOD WITH ROTATABLE AIRFOIL**

65863-0073	3/25/2002	2,378,784			PENDING
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**HANDLE**

65863-0056	6/5/2000	2000-1437	4/30/2001	92277	ISSUED
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**LATCHING ASSEMBLY**

65863-0055	6/5/2000	2,310,941			PENDING
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**SAFETY CABINET FOR EVACUATING BIOLOGICALLY HAZARDOUS MATERIALS**

65863-0002	2/25/1999	2,262,130	8/11/2000	2,262,130	ISSUED
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**WALL SUPPORT ASSEMBLY**

65863-0011	10/12/1995	2,160,405			PENDING
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**JAPAN**

**CLAMP ASSEMBLY AND INSTALLING METHOD THEREOF**

65863-0025	1/13/1989	01-005030	7/10/1996	2071454	ISSUED
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**COUPLING DEVICE FOR HOLLOW STRUCTURAL MEMBERS**

65863-0029	3/5/1992	04-048222	5/9/1997	2647300	ISSUED
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**FUME HOOD WITH BAFFLE CONTROL LINKAGE**

65863-0030	6/30/1993	05-161875	11/7/1996	2577862	ISSUED
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**FUME HOOD WITH COUNTERBALANCE SYSTEM**

65863-0007	10/14/1996	08-270902			PUBLISHED
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**FUME HOOD WITH PANEL RETENTION SYSTEM**

65863-0047	6/30/1993	05-161873	5/16/1997	2651107	ISSUED
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**VENTILATING HOOD WITH ADJUSTABLE BAFFLE ASSEMBLY**

65863-0032	6/30/1993	05-161874	11/7/1996	2577861	ISSUED
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**UNITED STATES**

**ADJUSTABLE TABLE LEG ASSEMBLY**

65863-0022	9/22/1986	06/909,688	5/26/1987	4,667,605	ISSUED
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TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>UNITED STATES continued . . .</b>						
<b>BIOLOGICAL SAFETY CABINET</b>	65863-0054	2/11/1999	09/247,830			PENDING
<b>CABLE GUIDE STRUCTURE FOR OFFICE LANDSCAPE SYSTEM</b>	65863-0001	6/8/1998	09/093,251	10/3/2000	6,125,600	ISSUED
<b>CANTILEVER ARM ASSEMBLY FOR MODULAR FURNITURE</b>	65863-0033	6/5/1986	06/870,888	10/20/198	4,700,916	ISSUED
<b>CLAMP ASSEMBLY AND METHOD FOR INSTALLING THE ASSEMBLY</b>	65863-0034	1/15/1988	07/144,251	5/2/1989	4,826,117	ISSUED
<b>CLAMP FOR CONNECTING MODULAR FURNITURE COMPONENTS</b>	65863-0035	12/10/1987	07/128,686	7/11/1989	4,846,431	ISSUED
<b>CONNECTION FOR HOLLOW STRUCTURAL MEMBERS</b>	65863-0036	3/5/1991	07/665,327	4/20/1993	5,203,135	ISSUED
<b>CORNER POST ASSEMBLY</b>	65863-0037	12/10/1987	07/128,687	2/21/1989	4,805,365	ISSUED
<b>FRAME ASSEMBLY FOR SUPPORTING A FURNITURE NETWORK</b>	65863-0004	6/8/1998	09/093,560	2/29/2000	6,029,832	ISSUED
<b>FUME HOOD APPARATUS</b>	65863-0038	8/9/1990	07/564,789	10/15/199	5,056,422	ISSUED
<b>FUME HOOD WITH ADJUSTABLE BAFFLE ASSEMBLY</b>	65863-0016	9/18/1992	07/947,783	8/2/1994	5,334,089	ISSUED
<b>FUME HOOD WITH AIR CHAMBER</b>	65863-0018	8/3/2001	09/922,037	1/14/2003	6,506,109	ISSUED
<b>FUME HOOD WITH AIR CHAMBER AND PRESSURE PIPE</b>	65863-0061	12/11/2001	10/013,392			PENDING
<b>FUME HOOD WITH AIR FOIL MEMBER</b>	65863-0008	1/20/1995	08/371,948	9/17/1996	5,556,331	ISSUED
<b>FUME HOOD WITH ALARM SYSTEM</b>	65863-0071	4/19/2002	10/126,285			PENDING
<b>FUME HOOD WITH BAFFLE CONTROL LINKAGE</b>	65863-0014	9/18/1992	07/948,949	1/3/1995	5,378,195	ISSUED
<b>FUME HOOD WITH IMPROVED COUNTERBALANCE SYSTEM</b>	65863-0005	2/5/1996	08/596,656	11/18/199	5,688,168	ISSUED
<b>FUME HOOD WITH MULTIFUNCTIONAL SASH LOCK</b>	65863-0040	9/26/1988	07/248,642	5/16/1989	4,829,887	ISSUED
<b>FUME HOOD WITH PANEL RETENTION SYSTEM</b>	65863-0012	2/14/1994	08/195,909	5/9/1995	5,413,408	ISSUED
<b>FUME HOOD WITH ROTATABLE AIRFOIL</b>	65863-0019	12/11/2001	10/014,675			PENDING
<b>FUME HOOD WITH STEP BAFFLES</b>	65863-0041	7/28/1987	07/078,594	11/22/198	4,785,722	ISSUED

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**UNITED STATES continued . . .****GUIDED TABLETOP PLATFORM**

65863-0020	9/22/1986	06/910,449	3/22/1988	4,732,089	ISSUED
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**HANDLE**

65863-0051	4/28/2000	29/122,560	5/29/2001	D442,846	ISSUED
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**LATCHING ASSEMBLY**

65863-0042	4/28/2000	09/561,242	8/13/2002	6,431,615	ISSUED
65863-0074	5/14/2002	10/145,252			PUBLISHED

**MOVEABLE WALL SYSTEM THAT ALLOWS QUICK AND EASY CONNECTION TO CEILINGS OR OTHER STRUCTURAL BODIES**

65863-0003	9/30/1997	08/941,017	9/12/2000	6,115,978	ISSUED
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**PARTITION WITH ENCLOSURE**

65863-0021	12/26/1990	07/634,773	1/21/1992	5,081,808	ISSUED
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**WALL SUPPORT ASSEMBLY**

65863-0010	8/1/1996	08/692,882	6/17/1997	5,638,644	ISSUED
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END OF REPORT

TOTAL ITEMS SELECTED = 44

<b>TITLE</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>SERIAL#</b>	<b>ISSUED</b>	<b>PATENT</b>	<b>STATUS</b>
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**ISHER SCIENTIFIC COMPANY**

**BELGIUM**

ALIGNED SLIDEHOLDER AND ASSEMBLY	65123-1997	8/6/1990	90308636.1	6/22/1994	0414405	ISSUED
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**CANADA**

COMBINATION pH/REFERENCE ELECTRODE WITH IMPROVED TEMPERATURE RESPONSE	65123-2003	11/6/1985	494,706	9/1/1987	1,226,333	ISSUED
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ALIGNED SLIDEHOLDER ASSEMBLY	65123-2006	6/13/1990	2,018,872	4/23/1996	2,018,872	ISSUED
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AUTOMATED SLIDE STAINING SYSTEM	65123-1903	10/18/1995	2,227,791			PENDING
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SCINTILLATION APPARATUS AND METHOD WITH SURFACE-COATED POLYETHYLENE SAMPLE VESSELS	65123-2002	6/16/1986	511,654	4/5/1988	1,234,930	ISSUED
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**EUROPEAN**

ALIGNED SLIDEHOLDER AND SLIDE ASSEMBLY	65123-1996	8/6/1990	90308636.1	6/22/1994	0414405	ISSUED
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**FRANCE**

ALIGNED SLIDEHOLDER AND ASSEMBLY	65123-1998	8/6/1990	90308636.1	6/22/1994	0414405	ISSUED
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**GERMANY**

ALIGNED SLIDEHOLDER AND ASSEMBLY	65123-1999	8/6/1990	69010114.7	6/22/1994	69010114.7	ISSUED
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**JAPAN**

SLIDEHOLDER DEVICE	65123-1098	8/10/1990	213592/90	11/21/1992	721741	ISSUED
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**MEXICO**

ELECTRODE WITH SEALING ASSEMBLY AND FILL HOLE COVER	65123-1995	2/11/1988	10371	12/22/1991	66151	ISSUED
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**NETHERLANDS**

ALIGNED SLIDEHOLDER AND ASSEMBLY	65123-2001	8/6/1990	90308636.1	6/22/1994	0414405	ISSUED
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**UNITED KINGDOM**

ALIGNED SLIDEHOLDER AND ASSEMBLY	65123-2000	8/6/1990	90308636.1	6/22/1994	0414405	ISSUED
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**UNITED STATES**

AUTOMATED SLIDE STAINING SYSTEM	65123-1901	7/19/1994	08/277,170	12/23/1997	5,700,346	ISSUED
	65123-1157	12/20/1997	08/995,461	6/20/2000	6,076,583	ISSUED

AUTOMATED SLIDE STAINING SYSTEM AND METHOD THEREOF	65123-1158	10/14/1999	09/418,262	5/14/2002	6,387,326	ISSUED
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<b>TITLE REFERENCE#</b>	<b>FILED</b>	<b>SERIAL#</b>	<b>ISSUED</b>	<b>PATENT</b>	<b>STATUS</b>
<b>ALIGNED SLIDEHOLDER AND ASSEMBLY (MICROPOBE)</b> 65123-0989	8/21/1989	07/396,278	12/4/1990	4,975,250	ISSUED
<b>COMBINATION PH/REFERENCE ELECTRODE WITH IMPROVED TEMPERATURE RESPONSE (ACCUPHAST)</b> 65123-0985	1/31/1986	06/823,989	8/26/1986	4,608,148	ISSUED
<b>ELECTRODE WITH SEALING ASSEMBLY AND FILL HOLE COVER</b> 65123-1969	2/17/1987	08/015,442	9/13/1988	4,770,762	ISSUED
<b>GRAM STAINING METHOD AND KIT (GRAM STAIN)</b> 65123-0988	12/14/1987	08/132,604	4/10/1990	4,916,061	ISSUED
<b>JUST-IN-TIME REQUISITION AND INVENTORY MANAGEMENT SYSTEM (RIMS)</b> 65123-2012	4/2/1993	08/042,168	1/27/1998	5,712,989	ISSUED
<b>MEASUREMENT OF pH AND SPECIFIC ION CENCENTRATION</b> 65123-2013	2/20/1990	08/485,329	6/23/1992	5,124,659	ISSUED
<b>SCINTILLATION APPARATUS AND METHOD WITH SURFACE-MODIFIED POLYETHYLENE SAMPLE VESSELS</b> 65123-2017	6/17/1985	07/745,098	6/28/1988	4,754,138	ISSUED
<b>STABILIZED STAIN COMPOSITION</b> 65123-2016	4/1/1985	07/718,308	5/3/1988	4,741,898	ISSUED
<b>VIPO</b> AUTOMATED SLIDE STAINING SYSTEM 65123-1902	10/18/1995	PCT/US95/13155			NAT PHASE

## FISHER SCIENTIFIC COMPANY L.L.C.

### UNITED STATES

<b>HYBRIDIZATION OVEN/INCUBATOR ROTISSERIE AND BOTTLE RETAINER SYSTEM</b> 65123-1950	8/1/2000	09/629,687	12/31/2002	6,500,666	ISSUED
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## ERIE SCIENTIFIC COMPANY AND FISHER SCIENTIFIC COMPANY

### CANADA

<b>MICROSCOPE SLIDE AND SLIDE ASSEMBLY (Joint w/Erie Scientific)</b> 65123-2005	3/30/1988	562,899	12/7/1993	1,324,904	ISSUED
<b>SHEETLIKE OBJECT SUCH AS MICROSCOPE SLIDE</b> 65123-2004	3/30/1988	562,896	8/20/1991	1,287,760	ISSUED

### EUROPEAN

<b>MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C)</b> 65123-2007	3/18/1988	88302390.5	4/28/1992	0291153	ISSUED
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### FRANCE

<b>MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C)</b> 65123-2008	3/18/1988	88302390.5	4/28/1992	0291153	ISSUED
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<b>TITLE REFERENCE#</b>	<b>FILED</b>	<b>SERIAL#</b>	<b>ISSUED</b>	<b>PATENT</b>	<b>STATUS</b>
<b>GERMANY</b>					
MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2009	3/18/1988	P3871612.7	4/28/1992	0291153	ISSUED
<b>ITALY</b>					
MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2010	3/18/1988	88302390.5	4/28/1992	0291153	ISSUED
<b>JAPAN</b>					
MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-1096	3/31/1988	80232/88	8/14/1998	2813589	ISSUED
MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2011	3/18/1988	88302390.5	4/28/1992	0291153	ISSUED
<b>UNITED STATES</b>					
MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-0987	10/26/1987	07/112,404	3/26/1991	5,002,736	ISSUED

0174303

**Cole-Parmer Instrument Company**

Trademark Report by Country  
 Status: ACTIVE

Printed: 1/29/2003 Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>ARGENTINA</b>							
3006-0071	COLE-PARMER	7/2/1998	2160174	3/1/2000	1777159	REGISTERED	07
3006-0072	COLE-PARMER	7/2/1998	2160175	3/1/2000	1777160	REGISTERED	09
3006-0073	COLE-PARMER	7/2/1998	2160176	3/1/2000	1777161	REGISTERED	17
3006-0033	C-P & DESIGN	7/2/1998	2160178	3/1/2000	1777163	REGISTERED	09
3006-0110	C-P & DESIGN	7/2/1998	2160179	10/12/1999	1756588	REGISTERED	17
6006-0032	C-P & DESIGN	7/2/1998	2160177	3/1/2000	1777162	REGISTERED	07
6006-0169	OAKTON	1/24/2001	2324950	8/1/2002	1880424	REGISTERED	09
<b>AUSTRALIA</b>							
6006-0085	COLE-PARMER	11/11/1997	748434	11/11/1997	748434	REGISTERED	07,09,10 11
6006-0048	C-P & DESIGN	11/11/1997	748433	11/11/1997	748433	REGISTERED	07,09,10 11
6006-0121	EASY-LOAD	11/11/1997	748432	11/11/1997	748432	REGISTERED	07
6006-0146	MASTERFLEX	3/23/1995	748112	11/6/1997	748112	REGISTERED	17
6006-0153	MASTERFLEX	6/14/1972	259371	6/14/1972	259371	REGISTERED	07
<b>BENELUX</b>							
6006-0086	COLE-PARMER	1/10/1986	54937	1/10/1986	416661	REGISTERED	09
6006-0049	C-P & DESIGN	1/10/1986	54938	1/10/1986	416662	REGISTERED	09
6006-0147	MASTERFLEX	2/16/1995	842660	2/16/1995	572767	REGISTERED	17
6006-0154	MASTERFLEX	6/26/1972	30867	6/26/1972	311336	REGISTERED	07
<b>BRAZIL</b>							
66006-0074	COLE-PARMER	7/2/1998	820884383			PENDING	07
66006-0075	COLE-PARMER	7/2/1998	820884391			PENDING	09
66006-0076	COLE-PARMER	7/2/1998	820884405			PENDING	09
66006-0034	C-P & DESIGN	7/2/1998	820884413			PENDING	07
66006-0035	C-P & DESIGN	7/2/1998	820884421			PENDING	09
66006-0036	C-P & DESIGN	7/2/1998	820884430			PENDING	09
66006-0170	OAKTON	1/30/2001	823541347			PENDING	09
<b>CANADA</b>							
66006-0283	CALIMAT	10/23/2001	1119277			PENDING	**
66006-0087	COLE-PARMER	1/10/1986	555348	6/10/1988	TMA341339	REGISTERED	**
66006-0050	C-P & DESIGN	2/5/1986	556873	3/25/1988	TMA338440	REGISTERED	**
66006-0122	EASY-LOAD	12/18/1997	0865144	9/24/1998	TMA501207	REGISTERED	*
66006-0270	INNOCAL	5/9/2002	1140253			PENDING	



REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>CANADA continued . . .</i>							
36006-0282	LABCOR	10/23/2001	1119276			PENDING	**
36006-0309	MANOSTAT & M DESIGN	11/21/1977	418020	3/7/1980	TMA240637	REGISTERED	**
36006-0155	MASTERFLEX	4/5/1976	0396465	6/17/1977	TMA221237	REGISTERED	*,**,***
36006-0171	OAKTON	7/24/1990	662794	8/28/1992	TMA401914	REGISTERED	**
<b>CHILE</b>							
66006-0088	COLE-PARMER	2/11/1998	405453	8/20/1998	519914	REGISTERED	07
66006-0089	COLE-PARMER	2/11/1998	405455	8/20/1998	519913	REGISTERED	17
66006-0281	COLE-PARMER	2/11/1998	405454	4/15/2002	627684	REGISTERED	09
66006-0108	COLE-PARMER & CP & DESIGN	1/27/2000	474407	8/11/2000	574129	REGISTERED	09
66006-0037	C-P & DESIGN	2/11/1998	405456	4/6/2001	593940	REGISTERED	07
66006-0051	C-P & DESIGN	2/11/1998	405458	8/20/1998	519912	REGISTERED	17
66006-0308	OAKTON	1/30/2001	516374	10/23/2001	605894	REGISTERED	09
<b>CHINA</b>							
66006-0092	COLE-PARMER	4/11/1986	14098	12/20/1986	272111	REGISTERED	10
66006-0054	C-P & DESIGN	4/11/1986	14097	12/20/1986	272112	REGISTERED	10
66006-0148	MASTERFLEX	6/8/1998	9800061409	1/14/2000	1354419	REGISTERED	07
66006-0149	MASTERFLEX	6/8/1998	9800061410	10/21/1999	1325049	REGISTERED	17
<b>COLOMBIA</b>							
66006-0280	OAKTON	2/6/2001	01008495	1/29/2002	250237	REGISTERED	09
<b>EGYPT</b>							
66006-0077	COLE-PARMER	6/9/1998	115329			PENDING	07
66006-0078	COLE-PARMER	6/9/1998	115330			PENDING	09
66006-0079	COLE-PARMER	6/9/1998	115331			PENDING	17
66006-0038	C-P & DESIGN	6/9/1998	115326			PENDING	07
66006-0039	C-P & DESIGN	6/9/1998	115327			PENDING	09
66006-0040	C-P & DESIGN	6/9/1998	115328			PENDING	17
<b>EUROPEAN UNION (CTM)</b>							
66006-0023	ACCUCAL	4/1/1996	75036	3/10/1998	75036	REGISTERED	09,10,11
66006-0026	AIR ADMIRAL	4/1/1996	75010	12/22/1999	75010	REGISTERED	07
66006-0028	AIR CADET	4/1/1996	74989	3/10/1998	74989	REGISTERED	07,09
66006-0030	B/T	4/1/1996	74831	6/27/2002	74831	REGISTERED	07,10,17
66006-0066	C/L	4/1/1996	74815	12/14/1998	74815	REGISTERED	07,09,10 17
66006-0093	COLE-PARMER	4/1/1996	74807	4/21/1998	74807	REGISTERED	07,09,10 11,14,17

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>EUROPEAN UNION (CTM) continued . . .</i>							
36006-0041	C-P & DESIGN	4/1/1996	74773	12/2/1998	74773	REGISTERED	07,09,10 11,14,17
36006-0312	DIGI-SENSE	4/1/1996	141010	7/9/1998	141010	REGISTERED	09,10,11
36006-0313	DIGI-STALTIC	4/1/1996	74757	4/15/1998	74757	REGISTERED	07,09,10 17
36006-0116	DUAL J-T-E-K	4/1/1996	74724	12/16/1999	74724	REGISTERED	09,10,11
66006-0118	DUALOGR	4/1/1996	74708	3/10/1998	74708	REGISTERED	09,10,11
66006-0120	EASY-LOAD	4/1/1996	141044	10/25/2001	141044	REGISTERED	07,09
66006-0129	GI & DESIGN	4/1/1996	74617	3/10/1998	74617	REGISTERED	09,10,21
66006-0131	GILMONT	4/1/1996	74666	9/23/1998	74666	REGISTERED	09,10,21
66006-0133	I/P	4/1/1996	74518	4/8/1999	74518	REGISTERED	07,09,10 17
66006-0137	JIFFY-JACK	4/1/1996	74492	12/16/1999	74492	REGISTERED	09,10
66006-0139	L/S	4/1/1996	74443	4/8/1999	74443	REGISTERED	07,09,10 17
66006-0142	LIQUI-SENSE	4/1/1996	141051	6/18/1998	141051	REGISTERED	07,09,10
66006-0150	MASTERFLEX	4/1/1996	74419	9/3/1999	74419	REGISTERED	07,09,10 17
66006-0167	MONO-MOLD	4/1/1996	74377	3/10/1998	74377	REGISTERED	09
66006-0172	OAKTON	4/1/1996	74310	3/10/1998	74310	REGISTERED	09,10,11
66006-0177	PH WAND	4/1/1996	74278	3/10/1998	74278	REGISTERED	09
66006-0184	PRO-SPENSE	4/1/1996	141093	6/18/1998	141093	REGISTERED	07,09,10
66006-0187	QUICK LOAD	4/1/1996	141101	10/25/2001	141101	REGISTERED	07,09,10 17
66006-0190	RAMP CLAMP	4/1/1996	74245	3/10/1998	74245	REGISTERED	06,09,20
66006-0192	RAPID-LOAD	4/1/1996	141226	10/25/2001	141226	REGISTERED	07,09,10 17
66006-0194	ROTO-TORQUE	4/1/1996	74203	4/26/1999	74203	REGISTERED	07,09,10
66006-0201	SLIM-LINE	4/1/1996	74161	7/31/2000	74161	REGISTERED	09
66006-0205	STIR-PAK	4/1/1996	74138	3/10/1998	74138	REGISTERED	07,09
66006-0208	TECH BOARD	4/1/1996	74112	3/10/1998	74112	REGISTERED	09,14,16
66006-0215	TORBEO	4/1/1996	74070	3/10/1998	74070	REGISTERED	07,09,10
66006-0216	TRI-SENSE	4/1/1996	73999	3/2/1999	73999	REGISTERED	09,11
66006-0218	VELA	4/1/1996	73973	4/5/2000	73973	REGISTERED	07,09,11
<b>FRANCE</b>							
66006-0094	COLE-PARMER	1/16/1986	776560	1/16/1986	1338766	REGISTERED	09
66006-0055	C-P & DESIGN	1/16/1986	776559	1/16/1986	1338765	REGISTERED	09
66006-0156	MASTERFLEX	5/9/1994	94519458	5/9/1994	94519458	REGISTERED	17
66006-0273	MASTERFLEX	6/21/1972	134152	6/21/1972	1207234	REGISTERED	07

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>GERMANY</b>							
36006-0095	COLE-PARMER	1/14/1986	C 34847/9WZ	10/3/1986	1097281	REGISTERED	09
36006-0105	COLE-PARMER & C-P DESIGN	3/16/1988	C37463/9Wz	3/22/1990	1156246	REGISTERED	09
36006-0157	MASTERFLEX	6/13/1972	C22215/7Wz	4/5/1973	904113	REGISTERED	07
36006-0304	MASTERFLEX	2/16/1995	39507154.2	10/19/1995	39507154.2	REGISTERED	07,17
<b>HONG KONG</b>							
36006-0311	COLE-PARMER	2/3/1998	1187/1998	9/29/2000	13143/2000	REGISTERED	07
66006-0307	COLE-PARMER	2/3/1998	1189/1998	9/29/2000	13144/2000	REGISTERED	17
66006-0306	COLE-PARMER	2/3/1998	1188/1998	10/11/2000	13526/2000	REGISTERED	09
66006-0042	C-P & DESIGN	2/3/1998	1190/1998	2/10/2000	B2612/2000	REGISTERED	07
66006-0043	C-P & DESIGN	2/3/1998	1192/1998	2/10/2000	B2613/2000	REGISTERED	17
66006-0111	C-P & DESIGN	2/3/1998	1191/1998	1/5/2000	B00208/2000	REGISTERED	09
<b>ITALY</b>							
66006-0096	COLE-PARMER	2/14/1996	RM96C000770	8/25/1998	755640	REGISTERED	09
66006-0056	C-P & DESIGN	2/14/1996	RM96C000771	8/25/1998	755641	REGISTERED	09
66006-0151	MASTERFLEX	3/3/1995	RM95C001079	6/13/1997	713107	REGISTERED	17
66006-0158	MASTERFLEX	6/19/2002	RM2002C003501	12/21/1994	638635	REGISTERED	07
<b>JAPAN</b>							
66006-0097	COLE-PARMER	8/26/1986	089791/1986	11/30/1988	2092210	REGISTERED	09
66006-0098	COLE-PARMER	8/26/1986	089792/1986	2/21/1989	2114759	REGISTERED	10
66006-0099	COLE-PARMER	8/26/1986	089793/1986	4/28/1989	2133272	REGISTERED	11
66006-0057	C-P & DESIGN	8/26/1986	89794/1986	1/29/1993	2497804	REGISTERED	09
66006-0058	C-P & DESIGN	8/26/1986	89795/1986	4/28/1989	21332373	REGISTERED	10
66006-0059	C-P & DESIGN	8/26/1986	89796/1986	5/31/1990	2231583	REGISTERED	11
66006-0123	EASY-LOAD	11/10/1997	09-175254	5/19/1999	4253944	REGISTERED	07
66006-0159	MASTERFLEX	6/13/1972	081765/1972	5/12/1975	1120529	REGISTERED	09
66006-0310	MASTERFLEX	4/13/1995	37019/1995	7/11/1997	3331018	REGISTERED	17
<b>MALAYSIA</b>							
66006-0279	EASY-LOAD	4/9/1998	98/04454			PENDING	07
66006-0277	MASTERFLEX	4/9/1998	98/04456			PENDING	17
66006-0278	MASTERFLEX	4/9/1998	98/04455			PENDING	07
<b>MEXICO</b>							
66006-0070	COLE-PARMER	1/13/1998	319336	8/24/1999	618479	REGISTERED	09
66006-0100	COLE-PARMER	1/13/1998	319335	1/29/1998	569049	REGISTERED	07
66006-0101	COLE-PARMER	1/13/1998	319337	1/29/1998	569050	REGISTERED	17

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>MEXICO continued...</i>							
66006-0106	COLE-PARMER & C-P DESIGN	5/27/1994	200250	8/22/1994	470673	REGISTERED	09
66006-0060	C-P & DESIGN	1/13/1998	319338	3/25/1998	572876	REGISTERED	07
66006-0061	C-P & DESIGN	1/13/1998	319340	3/31/1998	574370	REGISTERED	17
66006-0275	C-P & DESIGN	1/13/1998	319339			PENDING	09
66006-0125	EASY-LOAD	1/13/1998	319341	1/29/1998	569051	REGISTERED	07
66006-0160	MASTERFLEX	1/13/1998	319342	1/29/1998	569052	REGISTERED	07
66006-0161	MASTERFLEX	1/13/1998	319343	1/29/1998	569053	REGISTERED	17
66006-0173	OAKTON	8/23/1996	271927	5/20/1997	548508	REGISTERED	09
66006-0174	OAKTON	1/13/1998	319344	3/31/1998	574371	REGISTERED	09
<b>PHILIPPINES</b>							
66006-0081	COLE-PARMER	6/29/1998	4199804669			PENDING	07,09,17
66006-0045	C-P & DESIGN	6/29/1998	4199804670			PENDING	07,09,17
<b>SOUTH KOREA</b>							
66006-0080	COLE-PARMER	10/20/1998	27234/1998	12/6/1999	460211	REGISTERED	07,09,17
66006-0044	C-P & DESIGN	10/20/1998	27235/1998	12/6/1999	460212	REGISTERED	07,09,17
66006-0124	EASY-LOAD	5/26/1998	13534/1998	4/1/1999	445594	REGISTERED	07
66006-0152	MASTERFLEX	2/11/1998	3531/1998	12/30/1998	436654	REGISTERED	38
<b>SPAIN</b>							
66006-0102	COLE-PARMER	1/21/1986	1132294	10/6/1986	1132294	REGISTERED	09
<b>SWITZERLAND</b>							
66006-0162	MASTERFLEX	6/23/1972	3427	6/23/1972	398456	REGISTERED	07
66006-0303	MASTERFLEX	2/16/1995	1293/1995.0	2/16/1995	430577	REGISTERED	17
<b>TAIWAN</b>							
66006-0082	COLE-PARMER	6/4/1998	87026885	8/16/2001	00954469	REGISTERED	09
66006-0083	COLE-PARMER	6/4/1998	87026886	1/1/2000	00878527	REGISTERED	17
66006-0084	COLE-PARMER	6/4/1998	87026884	8/1/1999	00861012	REGISTERED	07
66006-0046	C-P & DESIGN	6/4/1998	87026888	8/1/2001	00952636	REGISTERED	09
66006-0047	C-P & DESIGN	6/4/1998	87026889	2/1/2000	00882242	REGISTERED	17
66006-0063	C-P & DESIGN	6/4/1998	87026887	9/1/1999	00865207	REGISTERED	07
66006-0316	EASY-LOAD	11/5/1997	86056587	2/1/1999	00837816	REGISTERED	07
66006-0315	MASTERFLEX	7/12/1994	83046180	12/16/1995	701879	REGISTERED	84
66006-0314	MASTERFLEX	2/18/1995	84007003	10/16/1995	693545	REGISTERED	17
<b>UNITED KINGDOM</b>							
66006-0103	COLE-PARMER	1/10/1986	1257862	1/10/1986	B1257862	REGISTERED	09
66006-0163	MASTERFLEX	6/15/1972	993701	6/15/1972	993701	REGISTERED	07

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED KINGDOM continued . . .							
6006-0305	MASTERFLEX	2/20/1995	2011671	2/20/1995	2011671	REGISTERED	17
UNITED STATES							
6006-0024	ACCUCAL	12/13/1991	74/231,168	3/7/1995	1,882,815	REGISTERED	09
6006-0025	ACORN	11/17/1998	75/590,099	1/11/2000	2,307,462	REGISTERED	09
6006-0027	AIR ADMIRAL	10/25/1995	75/010,321	1/5/1999	2,216,603	REGISTERED	07
6006-0029	AIR CADET	6/17/1976	73/090,738	5/10/1977	1,065,186	REGISTERED	07
6006-0031	B/T	8/18/1995	74/717,489	3/31/1998	2,148,067	REGISTERED	07,17
6006-0067	C/L	1/29/1996	75/049,370	12/17/1996	2,023,981	REGISTERED	07,09
6006-0274	CALIMAT	11/13/2001	76/337,022			ALLOWED	09
6006-0068	CHEMCADET	5/8/1978	73/169,385	3/20/1979	1,115,205	REGISTERED	09
6006-0069	CHEMPETTE	2/7/1980	73/249,160	6/30/1981	1,158,965	REGISTERED	09
6006-0104	COLE-PARMER	11/23/1984	73/510,152	6/25/1985	1,344,114	REGISTERED	09
6006-0107	COLE-PARMER	10/25/1985	73/565,043	7/15/1986	1,400,994	REGISTERED	09
6006-0109	COMPULAB	10/16/1997	75/374,003	2/9/1999	2,222,515	REGISTERED	09
6006-0064	C-P & DESIGN	11/1/1985	73/566,450	7/22/1986	1,401,944	REGISTERED	09
6006-0065	C-P FACTS-ON-DEMAND	10/16/1997	75/373,898	3/9/1999	2,230,313	REGISTERED	35
6006-0288	DESIGN (MANOSTAT DIVER)	4/2/1984	73/473,361	6/18/1985	1,342,221	REGISTERED	09
6006-0112	DIGI-SENSE	4/19/1976	73/084,459	11/30/1976	1,053,576	REGISTERED	09
6006-0114	DIGI-STAL TIC	1/24/1985	73/519,051	8/13/1985	1,353,821	REGISTERED	09
6006-0115	DISS-WASHER	11/1/1996	75/191,341	12/26/2000	2,416,042	REGISTERED	07
6006-0117	DUAL J-T-E-K	1/5/1996	75/040,917	10/28/1997	2,109,706	REGISTERED	09
6006-0119	DUALOGR	1/5/1996	75/040,923	10/14/1997	2,105,849	REGISTERED	09
6006-0126	EASY-LOAD	3/9/1990	74/036,257	6/18/1991	1,648,479	REGISTERED	07,09
6006-0128	FOODTECH SOURCE	10/10/1997	75/371,776	11/2/1999	2,290,483	REGISTERED	16
6006-0998	General Matters - Trademark					PROPOSED	
6006-0130	GI & DESIGN	1/14/1980	73/245,843	8/25/1981	1,166,292	REGISTERED	09
6006-0132	GILMONT	1/14/1980	73/245,844	10/20/1981	1,173,981	REGISTERED	09
6006-0134	I/P	7/5/1995	74/697,469	7/29/1997	2,084,577	REGISTERED	07,17
6006-0135	INDUSTRIAL ADVANTAGE	6/11/1999	75/726,676	5/28/2002	2,574,179	REGISTERED	16
6006-0136	INFRAPRO	10/17/1994	74/586,257	10/10/1995	1,925,245	REGISTERED	09
6006-0269	INNOCAL	5/7/2002	76/404,376			PENDING	37,42
6006-0138	JIFFY-JACK	9/21/1970	72/371,202	11/2/1971	923,201	REGISTERED	09
6006-0323	KATE	1/20/1995	74/623,904	8/13/1996	1,992,593	REGISTERED	09
6006-0140	L/S	6/30/1995	74/695,432	11/25/1997	2,115,004	REGISTERED	09,10
6006-0141	LAB WAREHOUSE	2/18/1999	75/642,504	9/12/2000	2,386,507	REGISTERED	16

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
36006-0143	LIQUI-SENSE	10/7/1994	74/583,584	10/3/1995	1,923,485	REGISTERED	09
36006-0144	LIVE WIRES & DESIGN	7/22/1985	73/549,407	9/9/1986	1,408,429	REGISTERED	16
36006-0295	MANOSTAT	1/12/1976	73/074,041	11/9/1976	1,052,318	REGISTERED	09
36006-0287	MANOSTAT & DESIGN	4/2/1984	73/473,364	6/18/1985	1,342,222	REGISTERED	09
66006-0164	MASTERFLEX	3/30/1966	72/242,217	5/16/1967	828,794	REGISTERED	07
66006-0165	MASTERFLEX	6/20/1985	73/544,135	6/24/1986	1,398,521	REGISTERED	17
66006-0166	MICRO-V	9/27/1965	72/228,640	1/24/1967	822,747	REGISTERED	09
66006-0286	MINISTALTIC	2/1/1965	72/211,062	3/29/1966	806,341	REGISTERED	07
66006-0168	MONO-MOLD	9/27/1965	72/228,638	3/8/1966	805,158	REGISTERED	09
66006-0175	OAKTON	4/4/1990	74/045,703	6/9/1992	1,692,543	REGISTERED	09
66006-0176	ORPTESTR	6/6/1997	75/305,036	10/13/1998	2,195,176	REGISTERED	09
66006-0178	PH WAND	3/29/1993	74/372,417	12/13/1994	1,866,778	REGISTERED	09
66006-0298	PH WAND	2/13/1985	73/522,164	7/22/1986	1,402,637	REGISTERED	09
66006-0180	PHTESTR	6/7/1999	75/722,880	1/23/2001	2,422,829	REGISTERED	09
66006-0181	PILOT BOX	9/27/1965	72/228,637	2/21/1967	824,371	REGISTERED	09
66006-0182	PILOT STRIP	9/27/1965	72/228,636	2/21/1967	824,370	REGISTERED	09
66006-0183	POLYSTAT	5/1/1986	73/596,262	5/26/1987	1,440,496	REGISTERED	09
66006-0290	PRESTON	1/20/1995	74/623,902	12/19/1995	1,942,787	REGISTERED	09
66006-0185	PRO-SPENSE	7/23/1993	74/415,930	5/17/1994	1,836,653	REGISTERED	09
66006-0188	QUICK LOAD	5/21/1999	75/711,651	3/28/2000	2,335,975	REGISTERED	07,09
66006-0189	QUICK LOAD	5/22/1980	73/263,155	11/17/1981	1,178,682	REGISTERED	07,09
66006-0191	RAMP CLAMP	6/5/1986	73/602,429	8/4/1987	1,450,340	REGISTERED	06
66006-0193	RAPID-LOAD	8/10/1990	74/086,648	11/24/1992	1,735,566	REGISTERED	07,09
66006-0195	ROTO-TORQUE	2/21/1997	75/245,342	3/10/1998	2,142,535	REGISTERED	09
66006-0196	SCIENCE NOTIONS	5/13/1997	75/291,459	5/4/1999	2,242,428	REGISTERED	16
66006-0197	SCIENCE SHOWCASE	11/15/1996	75/198,436	11/18/1997	2,114,121	REGISTERED	16
66006-0198	SCIENCE SPECIALTIES	7/21/1975	73/058,203	11/2/1976	1,051,818	REGISTERED	16
66006-0199	SETTING THE STANDARD, AGAIN AND AGAIN	6/7/1999	75/722,817	1/15/2002	2,530,847	REGISTERED	09,16
66006-0302	SIMON	1/20/1995	74/623,671	12/26/1995	1,944,113	REGISTERED	09
66006-0200	SINGLES	3/11/1999	75/658,533	2/6/2001	2,426,184	REGISTERED	09
66006-0202	SLIM-LINE	11/19/1984	73/509,332	7/2/1985	1,345,859	REGISTERED	09
66006-0203	SPINCADET	5/29/1986	73/601,198	1/6/1987	1,423,710	REGISTERED	09
66006-0204	STABLETEMP	3/3/1998	75/443,934	11/30/1999	2,296,874	REGISTERED	09
66006-0206	STIR-PAK	11/21/1974	73/037,750	9/9/1975	1,019,887	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
66006-0207	TDSTESTR	6/7/1999	75/722,879	3/13/2001	2,434,682	REGISTERED	09
66006-0209	TECH BOARD	9/26/1995	74/734,634	6/24/1997	2,074,431	REGISTERED	16
66006-0210	TEMPCAT	9/26/1995	74/734,624	6/17/1997	2,072,626	REGISTERED	16
66006-0212	TEMPTSTR & DESIGN	7/26/1991	74/188,608	3/9/1993	1,757,576	REGISTERED	09
66006-0186	THE PROTECTION ZONE	5/14/1998	75/485,354	11/16/1999	2,293,652	REGISTERED	16
66006-0213	TIMESPENSE & DESIGN (STYLIZED)	4/11/1991	74/156,120	11/17/1992	1,733,977	REGISTERED	09
66006-0214	TORBEO	3/23/1998	75/454,460	5/18/1999	2,246,006	REGISTERED	09
66006-0217	TRI-SENSE	2/25/1991	74/141,634	11/19/1991	1,664,911	REGISTERED	09
66006-0289	VARISTALTIC	5/4/1964	72/192,606	2/23/1965	785,561	REGISTERED	07
66006-0219	VELA	8/18/1995	74/718,194	11/25/1997	2,116,676	REGISTERED	09,11
66006-0301	VERA	1/20/1995	74/623,903	12/26/1995	1,944,118	REGISTERED	09
66006-0220	WEIGH YOUR OPTIONS	1/10/1997	75/223,834	1/13/1998	2,128,859	REGISTERED	16
<b>VENEZUELA</b>							
66006-0276	OAKTON	1/29/2001	1332-01			PENDING	09

END OF REPORT

TOTAL ITEMS SELECTED = 226

FISHER CLINICAL SERVICES

Trademark Report by Country  
Status: ACTIVE

Printed: 1/29/2003 Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>UNITED STATES</b>							
36012-0005	CLINPACKER	4/9/1999	75/678,861			ALLOWED	35
END OF REPORT						TOTAL ITEMS SELECTED =	1



Fisher Hamilton LLC

Trademark Report by Country  
 Status: ACTIVE

Printed: 1/29/2003 Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BENELUX</b>							
65791-0001	HAMILTON	5/24/1971	4881	5/24/1971	033552	REGISTERED	10,20
<b>CANADA</b>							
65791-0062	CONCEPT	10/12/2001	1118265			PENDING	
65791-0033	EPOXYN	4/16/1991	679,803	2/21/1992	TMA394,561	REGISTERED	**
65791-0063	FISHER HAMILTON	10/12/2001	1118179			PENDING	
65791-0036	HAMILTON	1/11/1943	0182014	1/11/1943	UCA017605	REGISTERED	*
65791-0072	LABORATORY IN A BOX	12/20/2001	1125843			PENDING	
65791-0073	LABWORKS	12/20/2001	1125844			PENDING	
65791-0064	MAX/LAB	10/12/2001	1118263			PENDING	
65791-0065	NO EQUAL	10/12/2001	1118264			PENDING	
65791-0079	PERSPECTIVE	5/9/2002	1140254			PENDING	
65791-0066	PIONEER	10/12/2001	1118266			PENDING	
65791-0067	SAFEAIRE	10/12/2001	1118262			PENDING	
<b>EUROPEAN UNION (CTM)</b>							
65791-0077	FISHER HAMILTON	2/6/2002	02582146			PENDING	20,09,11
<b>JAPAN</b>							
65791-0068	CONCEPT (in English and Katakana)	10/26/2001	200196186			PENDING	09
65791-0069	FISHER HAMILTON (in English and Katakana)	10/26/2001	200196185			PENDING	20
65791-0007	HAMILTON	12/1/1987	63-133855	2/23/1990	2212461	REGISTERED	20
65791-0020	HAMILTON INDUSTRIES	12/1/1987	62-133859	10/31/1990	2273147	REGISTERED	06,14,20
65791-0034	HAMILTON INDUSTRIES	12/2/1987	62-134282	1/30/1990	2205309	REGISTERED	10
65791-0021	HAMILTON MAX	12/1/1987	62-133856	10/31/1990	2273144	REGISTERED	06,14,20
65791-0022	HAMILTON MAX/CAD	12/1/1987	62-133858	10/31/1990	2273146	REGISTERED	20
65791-0023	HAMILTON MAX/LAB	12/1/1987	62-133857	10/31/1990	2273145	REGISTERED	06,14,20
65791-0025	MAX/CAD (ENGLISH & KATAKANA)	4/16/1990	02042618	11/30/1992	2480978	REGISTERED	20
65791-0010	MAX/LAB (ENGLISH & KATAKANA)					PROPOSED	**
65791-0024	MAX/LAB (ENGLISH & KATAKANA)	4/16/1990	02-042617	11/30/1992	2480977	REGISTERED	20
65791-0070	PIONEER (in English and Katakana)	10/26/2001	2001-96187			PENDING	09
65791-0015	SAFEAIRE	12/2/1987	62-134280	2/28/1992	2384644	REGISTERED	09,11
<b>MEXICO</b>							
65791-0076	FISHER HAMILTON	4/2/2002	541374			PENDING	09
65791-0084	FISHER HAMILTON	4/2/2002	541373			PENDING	11

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>MEXICO continued . . .</i>							
65791-0094	FISHER HAMILTON	10/10/2002	572783			PENDING	11
65791-0074	LABORATORY IN A BOX	3/20/2002	540052			PENDING	20
65791-0075	LABWORKS	3/20/2002	540053	4/26/2002	742946	REGISTERED	09
65791-0080	PERSPECTIVE	6/18/2002	552273			PENDING	09
<b>UNITED STATES</b>							
65791-0039	ACCENT	3/14/2002	76/385,554			PENDING	20
65791-0083	AUTOSASH					MAILED	009
65791-0026	CONCEPT	9/7/2001	76/310,342			PENDING	09
65791-0028	DIMENSION	10/18/2001	76/326,900			ALLOWED	20
65791-0041	DIRECTED AIRFLOW TECHNOLOGY	12/20/2001	76/351,295			PENDING	11
65791-0002	ECLIPSE	11/6/2000	76/160,110			PENDING	09
65791-0078	EDISON	3/14/2002	76/385,555			PENDING	20
65791-0032	EPOXYN	3/15/1979	73/207,394	4/7/1981	1,150,296	REGISTERED	09
65791-0085	FISHER HAMILTON	5/31/2002	76/414,300			PENDING	009
65791-0014	HAMILTON	1/15/1943	71/457,934	6/6/1944	407,400	REGISTERED	20
65791-0004	HAMILTON	10/14/1964	72,203,966	1/11/1966	801,856	REGISTERED	20
65791-0006	HAMILTON	5/20/1968	72,298,596	7/1/1969	872,108	REGISTERED	16
65791-0086	HORIZON	4/16/2002	76/396,590			PENDING	09
65791-0019	INFO-BANK	12/16/1992	74/342,127	8/17/1993	1,788,131	REGISTERED	16
65791-0027	LABORATORY IN A BOX	10/18/2001	76/326,901			ALLOWED	20
65791-0040	LABWORKS	11/12/2001	76/338,074			PENDING	9
65791-0038	LEGACY					MAILED	20
65791-0017	MAX/LAB	10/11/1988	73/756,976	10/31/1989	1,563,402	REGISTERED	20
65791-0071	MAX/MOBILE	12/19/2001	76/350,931			ALLOWED	20
65791-0088	MAX/WALL	5/7/2002	76/404,466			PENDING	09
65791-0013	NO EQUAL	5/3/1994	74/519,801	5/16/1995	1,894,094	REGISTERED	16
65791-0042	PERSPECTIVE	12/19/2001	76/350,930			PENDING	20
65791-0030	PIONEER	9/7/2001	76/310,343			PENDING	09
65791-0089	PRESTIGE	5/24/2002	76/412,064			PENDING	009
65791-0087	PROFILE	5/7/2002	76/404,465			PENDING	20
65791-0093	REGENCY	12/16/2002	78/194,928			PENDING	09
65791-0016	SAFEAIRE	4/3/1987	73/652,903	10/27/1987	1,462,649	REGISTERED	09
65791-0092	TRADITION	12/16/2002	78/194,929			PENDING	09
END OF REPORT						TOTAL ITEMS SELECTED =	60

# FISHER SCIENTIFIC

Trademark Report by Country  
Status: ACTIVE

Printed: 1/29/2003

Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>ARGENTINA</b>							
65123-1070	CMS & DESIGN	4/11/1995	1,971,168	1/11/1996	1,588,112	REGISTERED	01
65123-1071	CMS & DESIGN	4/11/1995	1,971,169	1/15/1996	1,588,445	REGISTERED	09
65123-0368	F DESIGN (1 CIRCLE)	6/17/1994	1.924.809	2/28/1995	1.552.256	REGISTERED	01
65123-0331	F DESIGN (1 CIRCLE)	6/17/1994	1.924.810	4/28/1995	1.558.107	REGISTERED	09
65123-0333	F DESIGN (13 CIRCLES)	6/17/1994	1.924.806	2/28/1995	1.552.255	REGISTERED	01
65123-0366	F DESIGN (13 CIRCLES)	6/17/1994	1.924.808	1/19/1996	1.588.950	REGISTERED	09
65123-0332	F DESIGN (13 CIRCLES)	6/17/1994	1.924.807	4/28/1995	1.558.106	REGISTERED	09
65123-0335	FISHER SCIENTIFIC	6/17/1994	1.924.812	4/28/1995	1.558.108	REGISTERED	09
65123-0367	FISHER SCIENTIFIC	6/17/1994	1.924.811	2/28/1995	1.552.257	REGISTERED	01
65123-0334	FISHERBRAND	6/17/1994	1.924.816	4/28/1995	1.558.109	REGISTERED	09
65123-0336	ISOTEMP	6/17/1994	1.924.813	2/28/1995	1.552.258	REGISTERED	09
<b>ARMENIA</b>							
65123-1120	FISHER SCIENTIFIC	3/10/1999	99-0171	9/11/2000	5280	REGISTERED	01,09,42 11
<b>AUSTRALIA</b>							
65123-1016	F DESIGN (1 CIRCLE)	6/25/1998	765793	6/24/2002	765793	REGISTERED	01,09,11
65123-1017	F FISHER SCIENTIFIC & DESIGN (1 LINE)	6/25/1998	765791	6/24/2002	765791	REGISTERED	01,09,11
65123-1218	FISHERBRAND		927834			PENDING	01,09,25
<b>AUSTRIA</b>							
65123-1219	FISHERBRAND	9/20/2002	AM6035/2002			PENDING	01,09,25
65123-0480	THROMBOSCREEN	4/30/1980	AM 237/80	4/30/1980	93788	REGISTERED	05,10
<b>AZERBAIJAN</b>							
65123-1122	FISHER SCIENTIFIC	3/2/1999	99.4418/3	9/4/2000	N20000851	REGISTERED	01,09,42
<b>BELARUS</b>							
65123-1123	FISHER SCIENTIFIC	2/25/1999	19990359	7/5/2001	13895	REGISTERED	01,09,11 20,39
<b>BENELUX</b>							
65123-0394	ACCUMET	1/25/1994	76,651	1/25/1994	544,413	REGISTERED	09
65123-0400	CASTALOY	4/21/1995	79,199	4/21/1995	572,651	REGISTERED	09,10
65123-0391	F DESIGN (1 CIRCLE)	2/2/1994	76,691	2/2/1994	547,467	REGISTERED	1,5
65123-0392	F DESIGN (13 CIRCLES)	2/2/1994	76,692	2/2/1994	544,008	REGISTERED	01,09,20
65123-0393	FISHER RIMS	1/25/1994	76,650	1/25/1994	544,412	REGISTERED	35
65123-0396	FISHER SCIENTIFIC	1/25/1994	76,653	1/25/1994	547,073	REGISTERED	01,09
65123-0395	FISHERBRAND	1/25/1994	76,652	1/25/1994	547,072	REGISTERED	09
65123-0399	ISOTEMP	5/9/1995	79,198	5/9/1995	570704	REGISTERED	09,11
65123-0398	OPTIMA	4/21/1995	79,194	4/21/1995	573031	REGISTERED	01

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BOLIVIA</b>							
65123-0545	F DESIGN (1 CIRCLE)	7/26/1995	2765	4/18/1997	63485-C	REGISTERED	09
65123-0546	F DESIGN (1 CIRCLE)	7/26/1995	2764	4/18/1997	63486-C	REGISTERED	01
65123-0455	F DESIGN (13 CIRCLES)	7/26/1995	2763	1/22/1997	62825-C	REGISTERED	09
65123-0547	F DESIGN (13 CIRCLES)	7/26/1995	2762	1/22/1997	62815-C	REGISTERED	01
65123-0548	FISHER SCIENTIFIC	7/26/1995	2767	3/31/1997	63289-C	REGISTERED	09
65123-0549	FISHER SCIENTIFIC	7/26/1995	2766	3/31/1997	63288-C	REGISTERED	01
65123-0454	FISHERBRAND	7/26/1995	2768	1/22/1997	62824-C	REGISTERED	09
<b>BRAZIL</b>							
65123-0338	ACCUMET	11/17/1994	818143304	6/10/1997	818143304	REGISTERED	09
65123-0339	CONTEMPRA	9/11/1992	816883696	6/21/1994	816883696	REGISTERED	20
65123-0342	F DESIGN (13 CIRCLES)	11/17/1994	818147342	11/12/1996	818147342	REGISTERED	09
65123-0340	F DESIGN (13 CIRCLES)	11/17/1994	818147350	4/29/1997	818147350	REGISTERED	01
65123-0365	F FISHER SCIENTIFIC & DESIGN (1 LINE)	5/2/1996	819219711	12/15/1998	819219711	REGISTERED	01
65123-0364	F FISHER SCIENTIFIC & DESIGN (1 LINE)	5/2/1996	819219690			PENDING	09
65123-0344	F FISHER SCIENTIFIC & DESIGN (1 LINE)	5/2/1996	819219703	12/15/1998	819219703	REGISTERED	40
65123-0375	F FISHER SCIENTIFIC & DESIGN (2 LINES)	5/2/1996	819219720	12/15/1998	819219720	REGISTERED	40
65123-0345	FISHER SCIENTIFIC	9/11/1992	816883661	1/25/1994	816883661	REGISTERED	01
65123-0346	FISHER SCIENTIFIC	9/11/1992	816883670	6/21/1994	816883670	REGISTERED	20
65123-2063	FISHERBRAND	9/23/2002	824960300			PENDING	01
65123-2064	FISHERBRAND	9/23/2002	824960297			PENDING	09
65123-0348	ISOTEMP	11/17/1994	818143312	11/19/1996	818143312	REGISTERED	09
65123-0349	OPTIMA	11/17/1994	818143339	2/12/1998	818143339	REGISTERED	01
<b>CANADA</b>							
65123-0263	ACCUFLEX	3/9/1988	602324	2/24/1989	TMA351947	REGISTERED	**
65123-0264	ACCUMET	4/15/1976	396960	6/10/1977	TMA221077	REGISTERED	**
65123-0262	ACCU-PHAST & DESIGN	3/9/1988	602329	4/28/1989	TMA354993	REGISTERED	**
65123-0266	BOILEEZERS	5/29/1992	705970	5/21/1993	TMA412711	REGISTERED	**
65123-0267	CASTALOY	4/15/1976	396963	2/23/1979	TMA231871	REGISTERED	**
65123-0268	CELLINE	3/9/1988	602323	2/24/1989	TMA351946	REGISTERED	**
65123-0269	CHEMALERT	3/1/1989	626441	9/28/1990	TMA373806	REGISTERED	**
65123-0324	CHEMPURE	8/19/1993	735,159	2/17/1995	TMA439,514	REGISTERED	**
65123-0270	CHEMSOURCE	3/9/1988	602322	2/24/1989	TMA351945	REGISTERED	**
65123-0325	CMS	8/19/1993	735,158	1/6/1998	TMA487,657	REGISTERED	**
65123-0326	CMS & DESIGN	8/19/1993	735,161	1/6/1998	TMA487,659	REGISTERED	**
65123-0272	DESICOOLER	5/29/1992	705976	6/4/1993	TMA413217	REGISTERED	**
65123-0273	DYNA-MIX	4/16/1991	679804	2/21/1992	TMA394562	REGISTERED	**
65123-0275	EQUATHERM	8/19/1993	735157	9/29/1995	TMA448273	REGISTERED	
65123-1144	EXTRATERRESTRIAL GARDEN	4/15/1999	1012028			PENDING	

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
65123-0276	F DESIGN (13 CIRCLES)	8/28/1979	445035	6/27/1980	TMA247229	REGISTERED	**
65123-0277	F FISHER SCIENTIFIC & DESIGN (1 LINE)	4/23/1996	810622	11/4/1999	TMA519127	REGISTERED	**,***
65123-0278	F FISHER SCIENTIFIC & DESIGN (2 LINES)	4/23/1996	810623	12/7/1999	TMA520393	REGISTERED	**,***
65123-0279	FASTBACK	3/9/1988	602328	2/24/1989	TMA351949	REGISTERED	**
65123-1151	FISHER 1ST CHOICE	6/4/1999	1017932			PENDING	
65123-1206	FISHER BIOBLOCK SCIENTIFIC	6/21/2001	1107104			PENDING	
65123-0281	FISHER SPLASHGON	6/25/1992	707830	6/4/1993	TMA413229	REGISTERED	**
65123-0282	FISHERBIOTECH	11/8/1988	618840	2/23/1990	TMA365884	REGISTERED	**
65123-0283	FISHERBRAND	12/29/1987	597986	4/21/1989	TMA354889	REGISTERED	**
65123-0284	FISHERFAX & DESIGN	10/6/1994	765888	6/14/1996	TMA459367	REGISTERED	**
65123-0285	FISHERFINEST	12/29/1987	597987	2/10/1989	TMA351490	REGISTERED	**
65123-0286	FL-70	10/17/1990	668539	1/10/1992	TMA392796	REGISTERED	**
65123-0287	FLEXAFRAME	4/15/1976	396967	1/6/1978	TMA225226	REGISTERED	**
65123-0288	FORMALDE-FRESH	10/17/1990	668538	11/29/1991	TMA391004	REGISTERED	**
65123-0289	GRAM-PAC	4/16/1991	679802	2/21/1992	TMA394560	REGISTERED	**
65123-0290	HEMATALL	11/1/1990	669,448	12/13/1991	TMA391,792	REGISTERED	**
65123-0291	HISTO PREP	3/9/1988	602,315	2/24/1989	TMA351,940	REGISTERED	**
65123-0292	ISOTEMP	4/15/1976	396,969	6/17/1977	TMA221,251	REGISTERED	**
65123-0519	LABCRAFT	8/19/1993	735,156	8/12/1994	TMA431,862	REGISTERED	**
65123-0941	MARATHON	7/2/1997	849,437	7/30/1998	TMA498,107	REGISTERED	**
65123-1243	MAYBRIDGE	3/16/2001	1096255			PENDING	
65123-0293	MEDIA-MISER	9/17/1987	591,966	12/9/1988	TMA348,877	REGISTERED	**
65123-0295	MICROMASTER	3/9/1988	602,317	1/25/1991	TMA378,674	REGISTERED	**
65123-0294	MICRO-MASTER	3/3/1962	267,942	10/19/1962	TMA128,436	REGISTERED	**
65123-0296	MICROMASTER & DESIGN	3/9/1988	602,343	6/1/1990	TMA369,039	REGISTERED	**
65123-0297	MICROPROBE	11/1/1990	669,659	6/4/1993	TMA413,045	REGISTERED	**
65123-0298	NEUTRAZIDE	10/17/1990	668,537	11/22/1991	TMA390,650	REGISTERED	**
65123-0299	OMNI SETTE	4/16/1991	680,009	3/13/1992	TMA395,716	REGISTERED	**
65123-0300	OPTIMA	11/1/1990	669,609	8/21/1992	TMA401,643	REGISTERED	**
65123-0301	PERMOUNT	10/17/1990	668,536	11/29/1991	TMA391,003	REGISTERED	**
65123-0302	POLY PAC	3/9/1988	602,318	7/13/1990	TMA370,571	REGISTERED	**
65123-0303	PRONTO	3/9/1988	602,320	2/24/1989	TMA351,943	REGISTERED	**
65123-0304	REDI/PLATE	5/29/1992	705,977	8/6/1993	TMA415,276	REGISTERED	**
65123-0305	REXYN	5/29/1992	705,978	5/21/1993	TMA412,712	REGISTERED	**
65123-0306	RIDOX	5/29/1992	705,979	5/21/1993	TMA412,713	REGISTERED	**
65123-0307	SAFE-COTE	3/9/1988	602,326	2/24/1989	TMA351,948	REGISTERED	**
65123-0308	SCIENCE LINK	9/9/1994	763,761	2/2/1996	TMA453,472	REGISTERED	**
65123-0309	SCINTILENE	4/16/1991	680,010	2/5/1993	TMA407,783	REGISTERED	**

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CANADA continued . . .							
65123-0310	SCINTIPREP	4/16/1991	680,011	3/27/1992	TMA396,449	REGISTERED	**
65123-0311	SCINTIVERSE	4/16/1991	680,013	4/17/1992	TMA397,410	REGISTERED	**
65123-0327	SILVER LABEL	8/19/1993	735,421	8/12/1994	TMA431,865	REGISTERED	**
65123-1154	SLIDE-SAVER	6/17/1999	1019283			PENDING	
65123-0312	SPARKLEEN	4/15/1976	396,973	6/3/1977	TMA220,989	REGISTERED	**
65123-0313	SPECTRANALYZED	4/15/1976	396,974	12/9/1977	TMA224,663	REGISTERED	**
65123-0314	SPOONULA	5/29/1992	705,980	5/21/1993	TMA412,714	REGISTERED	**
65123-0315	SPOONULET	5/29/1992	705,981	6/4/1993	TMA413,218	REGISTERED	**
65123-0316	STEREOMASTER & DESIGN	8/8/1988	612,587	7/21/1989	TMA358,610	REGISTERED	**
65123-0317	STOCKPRO	3/9/1988	602,321	2/24/1989	TMA351,944	REGISTERED	**
65123-0318	TENSIOMAT	5/29/1992	705,982	5/21/1993	TMA412,715	REGISTERED	**
65123-0319	THERMIX	4/15/1976	396,975	12/9/1977	TMA224,664	REGISTERED	**
65123-0328	THROMBOSCREEN	4/25/1980	452,913	5/1/1981	TMA258,283	REGISTERED	**
65123-0320	TISSUEPREP	4/15/1976	396,977	12/16/1977	TMA224,862	REGISTERED	**
65123-0321	TRU-GLU	10/17/1990	668,511	7/31/1992	TMA400,797	REGISTERED	**
65123-1979	TWISTIR	10/10/2000	1078061			PENDING	
65123-0322	VERSA-BATH	4/15/1976	396,979	12/16/1977	TMA224,861	REGISTERED	**
65123-0323	VERSA-CLEAN	11/23/1990	671,128	1/31/1992	TMA393,633	REGISTERED	**
<b>CHILE</b>							
65123-0350	ACCUMET	6/16/1994	277.187	4/5/1995	442.879	REGISTERED	09
65123-1064	CMS	3/29/1995	303,341	2/29/1996	457,920	REGISTERED	01,09
65123-1065	CMS & DESIGN	3/29/1995	303,342	2/29/1996	457,921	REGISTERED	01,09
65123-0351	F DESIGN (1 CIRCLE)	6/16/1994	277.185	4/5/1995	442.878	REGISTERED	01
65123-0352	F DESIGN (13 CIRCLES)	6/16/1994	277.184	4/5/1995	442.877	REGISTERED	01,09,20
65123-0354	FISHER SCIENTIFIC	11/14/1994	291.269	9/15/1995	450.261	REGISTERED	35
65123-0373	FISHER SCIENTIFIC	7/28/1994	281.056	8/9/1996	465.545	REGISTERED	01
65123-2056	FISHERBRAND	9/23/2002	582094			PENDING	01
65123-2057	FISHERBRAND	9/23/2002	582093			PENDING	25
65123-0355	ISOTEMP	6/16/1994	277.188	4/5/1995	442.880	REGISTERED	09
<b>CHINA</b>							
65123-1899	F DESIGN (1 CIRCLE)	8/5/1998	9800088739	1/7/2000	1350061	REGISTERED	01
65123-1900	F DESIGN (1 CIRCLE)	8/5/1998	9800088738	1/28/2000	1358674	REGISTERED	09
65123-0677	F DESIGN (13 CIRCLES)	12/4/1998	98010526	1/14/1995	724,638	REGISTERED	01
65123-0678	F DESIGN (13 CIRCLES)	12/4/1998	98010527	7/28/1997	1,063,351	REGISTERED	20
65123-0679	F DESIGN (13 CIRCLES)	12/4/1998	98010528	3/21/1995	736,053	REGISTERED	09
65123-1891	F FISHER SCIENTIFIC & DESIGN (1 LINE)	9/25/1998	9800109584	6/14/2000	1395049	REGISTERED	01
65123-1908	F FISHER SCIENTIFIC & DESIGN (1-LINE)	9/25/1998	9800109585	6/14/2000	1408343	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>CHINA continued . . .</i>							
65123-1946	F SCIENCE LAB FISHER SCIENTIFIC & DESIGN (in	4/5/2000	2000043138	12/28/2001	1688977	REGISTERED	20
65123-1171	FARCO (CHINESE TRANSLITERATION)	9/21/1999	9900113139	1/21/2001	1508049	REGISTERED	01
65123-1170	FARCO (IN ENGLISH)	9/21/1999	9900113138	1/21/2001	1508047	REGISTERED	01
65123-1892	FISHER (TRANSLITERATION #1 - CHINESE CHARACTERS)	8/5/1998	9800088717	1/7/2000	1350068	REGISTERED	01
65123-1893	FISHER (TRANSLITERATION #1 - CHINESE CHARACTERS)	8/5/1998	9800088716	2/21/2000	1366331	REGISTERED	09
65123-1894	FISHER (TRANSLITERATION #2 - CHINESE CHARACTERS)	8/5/1998	9800088736	1/7/2000	1350066	REGISTERED	01
65123-1895	FISHER (TRANSLITERATION #2 - CHINESE CHARACTERS)	8/5/1998	9800088737	1/28/2000	1358675	REGISTERED	09
65123-0680	FISHER SCIENTIFIC	12/4/1998	98010530	4/28/1995	742,962	REGISTERED	20
65123-0681	FISHER SCIENTIFIC	8/14/1993	93,068,835	1/14/1995	724,639	REGISTERED	01
65123-1890	FISHER SCIENTIFIC	9/25/1998	9800109586	6/14/2000	1408342	REGISTERED	09
65123-1173	FISHERBRAND (CHINESE TRANSLITERATION)	9/21/1999	9900113140	1/21/2001	1508050	REGISTERED	01
65123-1178	FISHERBRAND (CHINESE TRANSLITERATION)	9/21/1999	9900113141	3/21/2001	1542287	REGISTERED	09
65123-1172	FISHERBRAND (IN ENGLISH)	9/21/1999	9900113142	1/21/2001	1508048	REGISTERED	01
65123-1177	FISHERBRAND (IN ENGLISH)	9/21/1999	9900113143			PENDING	09
<b>COLOMBIA</b>							
65123-0973	CMS	4/20/1995	16,281	7/31/1995	177,876	REGISTERED	10
65123-0971	CMS	4/20/1995	16,283	8/8/1995	178,318	REGISTERED	09
65123-0969	CMS	4/20/1995	16,280	8/8/1995	178,316	REGISTERED	01
65123-1066	CMS	7/29/1994	33,165	1/26/1995	173,521	REGISTERED	42
65123-0974	CMS & DESIGN	4/20/1995	16,284	8/8/1995	178,319	REGISTERED	10
65123-0972	CMS & DESIGN	4/20/1995	16,279	7/31/1995	177,875	REGISTERED	09
65123-0970	CMS & DESIGN	4/20/1995	16,282	8/8/1995	178,317	REGISTERED	01
65123-1067	CMS & DESIGN	7/29/1994	33,164	1/26/1995	173,522	REGISTERED	42
65123-0550	F DESIGN (1 CIRCLE)	12/29/1994	59,027	8/24/1995	181,641	REGISTERED	01
65123-0551	F DESIGN (1 CIRCLE)	12/29/1994	59,047	9/29/1995	182,568	REGISTERED	09
65123-0552	F DESIGN (13 CIRCLES)	12/29/1994	59046	8/24/1995	181,642	REGISTERED	01
65123-0553	F DESIGN (13 CIRCLES)	12/29/1994	59,026	9/29/1995	182,569	REGISTERED	09
65123-2047	F FISHER SCIENTIFIC & DESIGN (1 LINE)	4/2/2002	02027815			PENDING	09
65123-0556	FISHER SCIENTIFIC	12/29/1994	59,062	7/14/1995	181,651	REGISTERED	01
65123-0557	FISHERBRAND	12/29/1994	58,968	7/31/1995	182,186	REGISTERED	09
65123-0558	ISOTEMP	12/29/1994	59,061	8/24/1995	181,650	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>COSTA RICA</b>							
65123-0559	F DESIGN (1 CIRCLE)	3/28/1995	N/A	8/1/1996	95,572	REGISTERED	09
65123-0560	F DESIGN (13 CIRCLES)	3/28/1995	N/A	9/4/1996	97,012	REGISTERED	01
65123-0561	FISHER SCIENTIFIC	3/28/1995	0-4664	8/7/1996	95,634	REGISTERED	01
65123-2059	FISHERBRAND		026665			PENDING	01
65123-2060	FISHERBRAND		026666			PENDING	25
<b>CZECH REPUBLIC</b>							
65123-2061	FISHERBRAND	9/23/2002	183888			PENDING	01,09,25
<b>DENMARK</b>							
65123-2032	F FISHER SCIENTIFIC & DESIGN (2 LINES)	4/26/1996	VA 2002 00623			PENDING	01
65123-1220	FISHERBRAND	9/20/2002	VA200203751	10/8/2002	VR200203520	REGISTERED	01,09,25
65123-0481	THROMBOSCREEN	1/22/1980	345/80	9/26/1980	3699/80	REGISTERED	05,10
<b>ECUADOR</b>							
65123-0564	F DESIGN (1 CIRCLE)	12/2/1994	52,481	12/28/1995	5074-95	REGISTERED	01
65123-0565	F DESIGN (1 CIRCLE)	12/2/1994	52,480	12/28/1995	5073-95	REGISTERED	09
65123-0566	F DESIGN (13 CIRCLES)	12/2/1994	52,479	12/28/1995	5072-95	REGISTERED	01
65123-0567	F DESIGN (13 CIRCLES)	12/2/1994	52,485	10/25/1996	1539-96	REGISTERED	09
65123-0568	FISHER SCIENTIFIC	12/2/1994	52,484	10/25/1996	1538-96	REGISTERED	01
<b>EGYPT</b>							
65123-1018	F DESIGN (1 circle)	1/5/1999	120591			PENDING	01
65123-1019	F DESIGN (1 CIRCLE)	1/5/1999	120592			PENDING	09
65123-1020	F FISHER SCIENTIFIC & DESIGN (1 LINE)	1/5/1999	120594			PENDING	01
65123-1021	F FISHER SCIENTIFIC & DESIGN (1 LINE)	1/5/1999	120595			PENDING	09
65123-1103	F FISHER SCIENTIFIC & DESIGN (1 LINE)	1/5/1999	120596			PENDING	42
65123-1102	F FISHER SCIENTIFIC COMPANY L.L.C. & DESIGN (1	1/5/1999	120593			PENDING	42
65123-1104	FISHER	1/5/1999	120585			PENDING	01
65123-1105	FISHER	1/5/1999	120586			PENDING	09
65123-1106	FISHER	1/5/1999	120587			PENDING	42
65123-1107	FISHERBRAND	1/5/1999	120588			PENDING	01
65123-1108	FISHERBRAND	1/5/1999	120589			PENDING	09
65123-1109	FISHERBRAND	1/5/1999	120590			PENDING	42
<b>EL SALVADOR</b>							
65123-0388	F DESIGN (1 CIRCLE)	12/9/1994	4622-94	11/21/1996	157 B.39	REGISTERED	09
65123-0570	F DESIGN (1 CIRCLE)	12/9/1994	4626-94	10/28/1996	111 B.38	REGISTERED	01
65123-0456	F DESIGN (13 CIRCLES)	12/9/1994	4638-94	1/16/1997	132 B.45	REGISTERED	01



REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>EL SALVADOR continued . . .</i>							
65123-0571	F DESIGN (13 CIRCLES)	12/9/1994	4639-94	1/16/1997	49 B.46	REGISTERED	09
65123-0573	FISHER SCIENTIFIC	12/9/1994	E-4621/94	8/21/1998	40 B. 80	REGISTERED	01
65123-0574	FISHER SCIENTIFIC	12/9/1994	E-4623/94	3/5/1997	229 B.50	REGISTERED	09
65123-0575	FISHERBRAND & DESIGN	12/9/1994	E-4624/94	2/3/2000	128/101	REGISTERED	09
<b>ESTONIA</b>							
65123-1124	FISHER SCIENTIFIC	2/26/1999	99-00361	10/18/2000	32583	REGISTERED	01,09,35
<b>EUROPEAN UNION (CTM)</b>							
65123-0385	F FISHER SCIENTIFIC & DESIGN (1 LINE)	4/26/1996	292052	1/8/2002	292052	REGISTERED	01,09,35
65123-0386	F FISHER SCIENTIFIC & DESIGN (2 LINES)	4/26/1996	254581	11/7/2001	254581	REGISTERED	09,35
65123-1242	MAYBRIDGE	9/20/2000	1862721	11/28/2001	1862721	REGISTERED	01,05,42
<b>FEDERATION OF RUSSIA</b>							
65123-1982	F FISHER SCIENTIFIC & DESIGN (2-LINE)	9/29/2000	2000724953			PENDING	01,09,11 20,42
65123-1221	FISHERBRAND					MAILED	01,09,25
<b>FINLAND</b>							
65123-2033	F FISHER SCIENTIFIC & DESIGN (2 LINES)	2/18/2002	T200103779	9/30/2002	225359	REGISTERED	01
65123-0482	THROMBOSCREEN	2/1/1980	80,767	9/6/1982	82,713	REGISTERED	05,10
<b>FRANCE</b>							
65123-0404	ACCUMET	7/8/1988	940,657	7/8/1988	1,475,802	REGISTERED	09
65123-0412	CASTALOY	5/4/1995	95,570,371	5/4/1995	95,570,371	REGISTERED	09
65123-0410	F DESIGN (1 CIRCLE)	2/7/1994	94,505,147	2/7/1994	94,505,147	REGISTERED	01,09,11 20,21
65123-0408	F DESIGN (13 CIRCLES)	7/12/1988	941,324	7/12/1988	1,477,067	REGISTERED	01,09
65123-0409	FISHER SCIENTIFIC	2/7/1994	94,505,146	2/7/1994	94,505,146	REGISTERED	01,09,20 21
65123-0406	FISHER SCIENTIFIC COMPANY	7/12/1988	941,322	7/12/1988	1,477,065	REGISTERED	01,09
65123-0415	FISHERBIOTECH	5/4/1995	95,570,374	5/4/1995	95,570,374	REGISTERED	01,09
65123-0405	FISHERBRAND	7/12/1988	941,321	7/12/1988	1,477,064	REGISTERED	01,09
65123-0407	ISOTEMP	7/12/1988	941,323	7/12/1988	1,477,066	REGISTERED	09
65123-0413	MICROPROBE	5/4/1995	95,570,372	5/4/1995	95,570,372	REGISTERED	05,10
65123-0414	OPTIMA	5/4/1995	95,570,373	5/4/1995	95,570,373	REGISTERED	01
65123-0483	THROMBOSCREEN	4/10/1990	201,757	4/10/1990	1,585,854	REGISTERED	01,05,10
<b>GEORGIA</b>							
65123-1125	FISHER SCIENTIFIC	2/26/1999	T 1999 014344	1/31/2000	M13107	REGISTERED	01,09,42

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>GERMANY</b>							
65123-0417	ACCUMET	2/2/1994	F 43554	12/30/1994	2,088,828	REGISTERED	09
65123-0422	CASTALOY	4/24/1995	39518789.3	1/2/1996	39,518,789	REGISTERED	09
65123-0387	F DESIGN (1 CIRCLE)	1/1/1995	F 43556	2/14/1996	2,912,698	REGISTERED	01
65123-0418	F DESIGN (13 CIRCLES)	2/2/1994	F 43558	1/13/1995	2,089,744	REGISTERED	01,09,11 20
65123-0416	FISHER RIMS	2/2/1994	F 43559	12/23/1994	2,088,168	REGISTERED	35,42
65123-0424	FISHERBIOTECH	4/24/1995	39518782.6	3/19/1996	39518782	REGISTERED	01
65123-0419	FISHERBRAND	2/2/1994	F 43555	7/9/1999	2105841	REGISTERED	01,09,20
65123-0458	ISOTEMP	4/24/1995	39518783.4	5/29/1996	39,518,783	REGISTERED	09
65123-0389	LAB REPORTER	11/20/1995	.248285	10/23/1996	39,548,285	REGISTERED	16
65123-0526	OPTIMA	4/24/1995	39518785.0	5/15/2000	39518785	REGISTERED	01
65123-0423	PROBEON	4/24/1995	39518786.9	1/2/1996	39,518,786	REGISTERED	09
65123-0484	THROMBOSCREEN	1/24/1980	C 29071/5	9/29/1980	1008424	REGISTERED	05,10
<b>GREECE</b>							
65123-2034	F FISHER SCIENTIFIC & DESIGN (2 LINES)	11/8/2001	176			PENDING	01
65123-1222	FISHERBRAND	9/23/2002	148181			PENDING	01,03,05 08,09,10 11,16,21
<b>GUATEMALA</b>							
65123-0576	F DESIGN (1 CIRCLE)	12/19/1994	8657-94	3/8/1998	89283	REGISTERED	01
65123-0961	F DESIGN (1 CIRCLE)	12/19/1994	8656-94	4/24/2002	117130	REGISTERED	09
65123-0577	F DESIGN (13 CIRCLES)	12/19/1994	8658-94	11/3/1997	87,500	REGISTERED	09
65123-0578	F DESIGN (13 CIRCLES)	12/19/1994	8659-94	11/24/1997	88,878	REGISTERED	01
65123-0579	FISHER SCIENTIFIC	12/19/1994	8654-94	11/24/1997	88,877	REGISTERED	01
65123-0580	FISHER SCIENTIFIC	12/19/1994	8655-94	5/2/1999	95111	REGISTERED	09
65123-0572	FISHERBRAND	12/19/1994	8653-94	11/3/1997	87,499	REGISTERED	09
<b>HONDURAS</b>							
65123-0581	F DESIGN (1 CIRCLE)	5/2/1995	4322/95	12/28/1995	64015	REGISTERED	01
65123-0582	F DESIGN (1 CIRCLE)	5/2/1995	4321/95	12/28/1995	64019	REGISTERED	09
65123-0583	F DESIGN (13 CIRCLES)	5/2/1995	4323/95	12/28/1995	64007	REGISTERED	09
65123-0584	F DESIGN (13 CIRCLES)	5/2/1995	4324/95	12/28/1995	64016	REGISTERED	01
65123-0585	FISHER SCIENTIFIC	5/2/1995	4319/95	12/28/1995	64020	REGISTERED	09
65123-0586	FISHER SCIENTIFIC	5/2/1995	4320/95	12/28/1995	64021	REGISTERED	01
65123-0587	FISHERBRAND	5/2/1995	4318/95	12/28/1995	64004	REGISTERED	09
<b>HONG KONG</b>							
65123-1084	F FISHER SCIENTIFIC & DESIGN (1 LINE)	6/24/1998	8208/1998	10/25/1999	12899/1999	REGISTERED	01
65123-1085	F FISHER SCIENTIFIC & DESIGN (1 LINE)	6/24/1998	8207/1998	1/11/2000	00576/2000	REGISTERED	09
65123-1161	FARCO	9/9/1999	99/12402	4/11/2000	2000/5398	REGISTERED	01
65123-1082	FISHER	6/24/1998	8210/1998	10/25/1999	12900/1999	REGISTERED	01
65123-1083	FISHER	6/24/1998	8209/1998	1/11/2000	00577/2000	REGISTERED	09
65123-1086	FISHERBRAND	6/24/1998	8206/1998	1/11/2000	00575/2000	REGISTERED	09

TRADEMARK

REEL: 002711 FRAME: 0692

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>INDIA</b>							
65123-0689	F DESIGN (1 CIRCLE)	7/21/1994	634,583			PENDING	01
65123-1022	F DESIGN (1 circle)	7/1/1998	808534			PENDING	09
65123-1023	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/1/1998	808533			PENDING	01
65123-1024	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/1/1998	808532			PENDING	09
65123-0692	FISHER SCIENTIFIC	7/21/1994	634,584			PENDING	01
65123-0693	FISHER SCIENTIFIC	7/21/1994	634,585			PENDING	09
65123-0994	FISHERBRAND	7/21/1994	634,586			PENDING	09
<b>INDONESIA</b>							
65123-1025	F DESIGN (1 CIRCLE)	7/28/1998	d98-12999	3/1/2000	441571	REGISTERED	01
65123-1026	F DESIGN (1 circle)	7/28/1998	d98-13000	3/1/2000	441572	REGISTERED	09
65123-0694	F DESIGN (13 CIRCLES)	6/22/1995	10,775	10/18/1996	371,667	REGISTERED	01
65123-0959	F DESIGN (13 CIRCLES)	6/22/1995	10,776	11/7/1996	373,384	REGISTERED	09
65123-1027	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/28/1998	d98-13002	3/1/2000	441573	REGISTERED	09
65123-1028	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/28/1998	d98-13001	3/1/2000	441574	REGISTERED	09
65123-0695	FISHER SCIENTIFIC	6/22/1995	10,777	10/24/1996	372,381	REGISTERED	01
65123-0990	FISHER SCIENTIFIC	6/22/1995	10,778	9/26/1996	368,910	REGISTERED	09
65123-1975	FISHERBRAND & DESIGN	3/14/2001	2001052755307			PENDING	09
<b>IRELAND</b>							
65123-2035	F FISHER SCIENTIFIC & DESIGN (2 LINES)		96/6636			PENDING	01
65123-1223	FISHERBRAND	9/19/2002	200201879			PENDING	01,09,25
<b>ISRAEL</b>							
65123-1224	FISHERBRAND	9/19/2002	159413			PENDING	01
65123-1225	FISHERBRAND	9/19/2002	159414			PENDING	09
65123-1226	FISHERBRAND	9/19/2002	159415			PENDING	25
<b>ITALY</b>							
65123-0892	ACCUMET	4/22/1994	TO94C001117	7/4/1996	683,207	REGISTERED	09
65123-0430	F DESIGN (1 CIRCLE)	4/22/1994	TO94C001118	7/4/1996	683,208	REGISTERED	01
65123-0431	F DESIGN (13 CIRCLES)	4/22/1994	TO94C01119	7/4/1996	683,209	REGISTERED	01,09,20
65123-0432	FISHER SCIENTIFIC	4/22/1994	TO94C001120	7/4/1996	683,210	REGISTERED	01,09
65123-0429	FISHERBRAND	4/22/1994	TO94C001116	7/4/1996	683,206	REGISTERED	09
65123-0428	MARATHON	4/22/1994	TO94C001115	7/4/1996	683,205	REGISTERED	09
65123-0485	THROMBOSCREEN	5/5/2000	TO2000C001410	11/20/1985	380,196	REGISTERED	05,10

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>JAMAICA</b>							
65123-0588	F DESIGN (1 CIRCLE)	1/19/1995	1-935	1/19/1995	B26,837	REGISTERED	01
65123-0589	F DESIGN (1 CIRCLE)	1/19/1995	9-1463	1/19/1995	B26,883	REGISTERED	09
65123-0447	FISHER SCIENTIFIC	1/19/1995	1-937	1/19/1995	B28,232	REGISTERED	01
65123-0592	FISHER SCIENTIFIC	1/19/1995	9-1645	1/19/1995	B27,647	REGISTERED	09
65123-0594	FISHERBRAND	1/19/1995	9-1646	1/19/1995	B27,646	REGISTERED	09
<b>JAPAN</b>							
65123-0697	ACCUMET	6/2/1995	55400/1995	9/17/1999	4316539	REGISTERED	09
65123-0474	BLOOD DROP & DESIGN	6/27/1990	72367/90	1/29/1993	2,498,251	REGISTERED	1
65123-0698	CASTALOY	6/2/1995	55401/1995	6/13/1997	4,012,086	REGISTERED	09
65123-1929	F & DESIGN (1 CIRCLE) (DIVISIONAL APP)	7/8/1998	2000-12001	9/7/2001	4504219	REGISTERED	01
65123-1029	F DESIGN (1 circle)	7/8/1998	10-57455	1/19/2001	4446741	REGISTERED	09
65123-0703	F DESIGN (13 CIRCLES)	6/17/1993	59907/1993	10/31/1996	3,211,113	REGISTERED	09
65123-0704	F DESIGN (13 CIRCLES)	6/17/1993	59906/1993	2/29/1996	3,121,692	REGISTERED	01
65123-0705	F DESIGN (13 CIRCLES)	6/17/1993	59908/1993	6/28/1996	3,167,765	REGISTERED	20
65123-0457	F FISHER SCIENTIFIC & DESIGN (1 LINE)	4/19/1996	43520/1996	2/20/1998	3,369,049	REGISTERED	01
65123-0699	F FISHER SCIENTIFIC & DESIGN (1 LINE)	4/19/1996	43521/1996	4/2/1999	4258200	REGISTERED	09
65123-0702	F FISHER SCIENTIFIC & DESIGN (2 LINES)	4/19/1996	43523/1996	4/23/1999	4266066	REGISTERED	09
65123-0707	FISHER SCIENTIFIC	6/17/1993	59903/1993	2/29/1996	3,121,691	REGISTERED	01
65123-0708	FISHER SCIENTIFIC	6/17/1993	59904/1993	6/28/1996	3,173,136	REGISTERED	09
65123-0709	FISHERBIOTECH	6/2/1995	55398/1995	8/29/1997	3,343,014	REGISTERED	01
65123-2058	FISHERBRAND	9/20/2002	2002-80392			PENDING	01,25
65123-0711	ISOTEMP	6/2/1995	55403/1995	3/13/1998	4,124,237	REGISTERED	09
65123-1244	MAYBRIDGE	3/16/2001	2001-024368	3/8/2002	4550617	REGISTERED	01,05,42
65123-0714	OPTIMA	6/2/1995	55399/1995	8/29/1997	3,343,015	REGISTERED	01
65123-0477	PACIFIC HEMOSTASIS	6/27/1990	72365/90	4/28/1995	2,706,626	REGISTERED	01
65123-0487	THROMBOSCREEN	12/10/1985	122,785/85	2/22/1988	2,025,361	REGISTERED	01
<b>KAZAKHSTAN</b>							
65123-1126	FISHER SCIENTIFIC	2/26/1999	13462	5/22/2000	10425	REGISTERED	01,09,42
<b>KUWAIT</b>							
65123-0662	F DESIGN (13 CIRCLES)				406,566	REGISTERED	
65123-0664	FISHERBRAND	2/5/1996	N/A			PENDING	
<b>KYRGYZSTAN</b>							
65123-1127	FISHER SCIENTIFIC	3/1/1999	993226.3	10/31/2000	5627	REGISTERED	01,09,42
<b>LATVIA</b>							
65123-1128	FISHER SCIENTIFIC	2/25/1999	M-99-0383	8/20/2000	M-46421	REGISTERED	01,09,35 39

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>LITHUANIA</b>							
65123-1129	FISHER SCIENTIFIC	3/3/1999	99-0459	8/21/2001	43613	REGISTERED	01,09,35
<b>MALAYSIA</b>							
65123-0729	ACCUMET	10/27/1994	94-09938			PENDING	09
65123-0731	F DESIGN (1 CIRCLE)	10/27/1994	94-09933			PENDING	01
65123-1030	F DESIGN (1 circle)	7/17/1998	98/08399			PENDING	09
65123-1031	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/17/1998	98/08401			PENDING	01
65123-1032	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/17/1998	98/08400			PENDING	09
65123-0734	FISHER SCIENTIFIC	10/27/1994	94-09931			PENDING	09
65123-0735	FISHER SCIENTIFIC	10/27/1994	94-09932	7/30/1996	94-09932	REGISTERED	01
65123-0736	FISHERBRAND	10/27/1994	94-09930			PENDING	09
65123-0737	ISOTEMP	10/27/1994	94-09937			PENDING	09
65123-0738	OPTIMA	10/27/1994	94-09936			PENDING	01
<b>MEXICO</b>							
65123-0357	ACCUMET	11/14/1994	217562	12/6/1994	481739	REGISTERED	09
65123-0496	CHEMPURE	9/30/1993	179572	2/20/1996	517033	REGISTERED	01
65123-0499	CMS	9/29/1980	173998	12/16/1980	255213	REGISTERED	01
65123-0497	CMS	9/29/1980	173997	2/18/1981	256138	REGISTERED	01
65123-0501	CMS	9/29/1980	173999	12/16/1980	255214	REGISTERED	07
65123-0502	CMS	8/7/1980	171371	11/10/1980	253740	REGISTERED	09
65123-0503	CMS	9/29/1980	173967	12/16/1980	255208	REGISTERED	14
65123-0505	CMS	8/7/1980	171372	11/10/1980	253741	REGISTERED	16,21
65123-0498	CMS	8/7/1980	171370	11/10/1980	253739	REGISTERED	09
65123-0508	CMS & DESIGN	8/7/1980	171373	11/10/1980	253742	REGISTERED	01,02,05 16,17,24
65123-0510	CMS & DESIGN	8/7/1980	171374	11/10/1980	253743	REGISTERED	17
65123-0512	CMS & DESIGN	8/7/1980	171375	11/10/1980	253744	REGISTERED	09
65123-0513	CMS & DESIGN	8/7/1980	171368	11/13/1980	253977	REGISTERED	14
65123-0506	CMS & DESIGN	9/29/1980	174000	12/16/1980	255215	REGISTERED	01
65123-0517	EQUATHERM			4/5/1994	456094	REGISTERED	09
65123-0518	EQUATHERM			4/6/1994	456175	REGISTERED	07
65123-0359	F DESIGN (13 CIRCLES)	6/3/1994	201033	12/7/1994	481831	REGISTERED	01
65123-0369	F DESIGN (13 CIRCLES)	6/3/1994	201034	3/22/1996	485595	REGISTERED	09
65123-0370	F DESIGN (13 CIRCLES)	6/3/1994	201035		765240	REGISTERED	20
65123-1152	FISHER 1ST CHOICE	6/4/1999	378111	5/19/2000	654312	REGISTERED	35
65123-0361	FISHER SCIENTIFIC	6/9/1994	201673	8/30/1995	502271	REGISTERED	01
65123-0371	FISHER SCIENTIFIC	4/20/1995	230115			PENDING	09
65123-0360	FISHERBRAND	11/14/1994	217561	12/6/1994	481738	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>MEXICO continued . . .</i>							
65123-0362	ISOTEMP	11/14/1994	217564	11/30/1995	511750	REGISTERED	01
65123-0520	LABCRAFT	10/21/1993	181131	9/6/1994	472411	REGISTERED	09
65123-0363	OPTIMA	11/14/1994	217563	3/31/1997	545169	REGISTERED	01
<b>MOLDOVA</b>							
65123-1977	F DESIGN (1 CIRCLE)	9/6/2000	9604	10/1/2001	8287	REGISTERED	09
65123-1121	FISHER SCIENTIFIC	2/25/1999	008460	7/4/2000	7461	REGISTERED	01,42
<b>NEW ZEALAND</b>							
65123-1033	F DESIGN (1 circle)	6/23/1998	294196	6/23/1998	B294196	REGISTERED	01
65123-1035	F DESIGN (1 CIRCLE)	6/23/1998	294197	6/23/1998	294197	REGISTERED	09
65123-1036	F FISHER SCIENTIFIC & DESIGN (1 LINE)	6/23/1998	294198	6/23/1998	B294198	REGISTERED	01
65123-1037	F FISHER SCIENTIFIC & DESIGN (1 LINE)	6/23/1998	294199	6/23/1998	294199	REGISTERED	09
65123-1228	FISHERBRAND	9/19/2002	664889			PENDING	01
65123-1229	FISHERBRAND	9/19/2002	664890			PENDING	09
65123-1230	FISHERBRAND	9/19/2002	664891			PENDING	25
<b>NICARAGUA</b>							
65123-0596	F DESIGN (1 CIRCLE)	2/20/1995	95-00618	10/6/1995	29,604	REGISTERED	09
65123-0597	F DESIGN (1 CIRCLE)	2/20/1995	95-00619	9/18/1995	29,376	REGISTERED	01
65123-0598	F DESIGN (13 CIRCLES)	2/20/1995	95-00621	9/19/1995	29,385	REGISTERED	09
65123-0599	F DESIGN (13 CIRCLES)	2/20/1995	95-00620	9/19/1995	29,384	REGISTERED	01
65123-0600	FISHER SCIENTIFIC	2/20/1995	95-00617	9/18/1995	29,366	REGISTERED	01
65123-0601	FISHER SCIENTIFIC	2/20/1995	95-00616	1/20/2008	36276	REGISTERED	09
65123-0602	FISHERBRAND & DESIGN	2/20/1995	95-00615	1/20/1998	35276	REGISTERED	09
<b>NORWAY</b>							
65123-1227	FISHERBRAND	7/12/2001	200208784			PENDING	01,09,25
65123-0489	THROMBOSCREEN	4/7/1983	113,504	4/7/1983	113,504	REGISTERED	05,10
<b>PANAMA</b>							
65123-0605	F DESIGN (13 CIRCLES)	2/18/1995	74,469	5/27/1996	74,469	REGISTERED	09
65123-0606	F DESIGN (13 CIRCLES)	2/18/1995	74,470	5/27/1996	74,470	REGISTERED	01
65123-0609	FISHERBRAND & DESIGN	2/18/1995	74,468	2/18/1995	74468	REGISTERED	09
<b>PARAGUAY</b>							
65123-0610	F DESIGN (1 CIRCLE)	12/7/1994	26018-94	11/21/1995	182,738	REGISTERED	09
65123-0611	F DESIGN (1 CIRCLE)	12/7/1994	26019-94	11/21/1995	182,740	REGISTERED	01
65123-0612	F DESIGN (13 CIRCLES)	12/7/1994	26023-94	11/21/1995	182,739	REGISTERED	09
65123-0622	F DESIGN (13 CIRCLES)	12/7/1994	26024-94	11/21/1995	182,741	REGISTERED	01
65123-0459	FISHER SCIENTIFIC	12/7/1994	26022-94	11/26/1996	190,989	REGISTERED	01
65123-0623	FISHER SCIENTIFIC	12/7/1994	26021-94	11/11/1998	208632	REGISTERED	09
65123-0625	FISHERBRAND	12/7/1994	26020-94	9/2/1999	217020	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>PERU</b>							
65123-0626	F DESIGN (1 CIRCLE)	12/14/1994	257,143	6/8/1995	15,917	REGISTERED	09
65123-0627	F DESIGN (1 CIRCLE)	12/6/1994	256,491	6/8/1995	15,961	REGISTERED	01
65123-0628	F DESIGN (13 CIRCLES)	12/6/1994	256,492	6/8/1995	15,962	REGISTERED	01
65123-0629	F DESIGN (13 CIRCLES)	12/14/1994	257,144	6/8/1995	15,918	REGISTERED	09
65123-1976	F FISHER SCIENTIFIC & DESIGN (1 LINE)	8/22/2000	112373	12/6/2001	76882	REGISTERED	09
65123-0630	FISHER SCIENTIFIC	12/6/1994	256,493	6/8/1995	15,963	REGISTERED	01
<b>PHILIPPINES</b>							
65123-1038	F DESIGN (1 circle)	7/3/1998	4-1998-04806			PENDING	01,09
65123-1039	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/3/1998	4-1998-04807			PENDING	01,09
65123-1231	FISHERBRAND	9/20/2002	420020008072			PENDING	01,09,25
<b>POLAND</b>							
65123-0530	FISHER SCIENTIFIC	6/14/1995	Z148026	8/16/1999	107815	REGISTERED	01,09
65123-0531	FISHERBRAND	6/14/1995	Z148,029	8/13/1998	R104649	REGISTERED	09
<b>PORTUGAL</b>							
65123-1232	FISHERBRAND	9/23/2002	366805			PENDING	01,09,25
65123-0491	THROMBOSCREEN				205,400	REGISTERED	
<b>SAUDI ARABIA</b>							
65123-1040	F DESIGN (1 circle)	9/13/1998	45840	11/6/1999	505/23	REGISTERED	01
65123-1041	F DESIGN (1 circle)	9/13/1998	45841	11/6/1999	505/22	REGISTERED	09
65123-1042	F FISHER SCIENTIFIC & DESIGN (1 LINE)	9/13/1998	45842	11/6/1999	505/24	REGISTERED	01
<b>SINGAPORE</b>							
65123-0740	ACCUMET	4/26/1995	3772/95	4/26/1995	3772/95	REGISTERED	09
65123-0742	CASTALOY	4/26/1995	3774/95	4/26/1995	3774/95	REGISTERED	09
65123-1043	F DESIGN (1 circle)	7/7/1998	6779/98	7/7/1998	T98/06779J	REGISTERED	01
65123-1044	F DESIGN (1 circle)	7/7/1998	T98/06780D			PENDING	09
65123-0743	F DESIGN (13 CIRCLES)	4/14/1993	2760/93	4/14/1993	B2760/93	REGISTERED	09
65123-1045	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/7/1998	6781/98	7/7/1998	T98/06781B	REGISTERED	01
65123-1046	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/7/1998	6782/98			PENDING	09
65123-1164	FARCO	9/14/1999	10090/99	9/14/1999	T9910090B	REGISTERED	01
65123-0450	FISHER SCIENTIFIC	4/14/1993	2763/93			PENDING	09
65123-1165	FISHERBRAND	9/14/1999	10091/99			PENDING	01
65123-1166	FISHERBRAND	9/14/1999	100921/99			PENDING	09
65123-0750	ISOTEMP	4/26/1995	3775/95	4/26/1995	3775/95	REGISTERED	09
65123-0751	MARATHON	4/26/1995	3776/95	4/26/1995	3776/95	REGISTERED	09
65123-0752	OPTIMA	4/26/1995	3777/95			PENDING	01
65123-1162	SCIENCE LAB	9/14/1999	10089/99	9/14/1999	T99/10089I	REGISTERED	20

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>SOUTH KOREA</b>							
65123-0384	ACCUMET	5/10/1995	95-018313	2/17/1997	356,421	REGISTERED	34
65123-0716	ACCUMET	5/10/1995	95-18318	1/8/1997	353,315	REGISTERED	39
65123-0383	CASTALOY	5/10/1995	95-018314	2/17/1997	356,422	REGISTERED	34
65123-0718	F DESIGN (13 CIRCLES)	4/19/1993	93-12814	4/18/1994	288,753	REGISTERED	34
65123-0719	F DESIGN (13 CIRCLES)	4/19/1993	93-12816	4/13/1994	288,658	REGISTERED	39
65123-0720	F DESIGN (13 CIRCLES)	4/19/1993	93-12812	5/27/1994	290,773	REGISTERED	26
65123-0721	F DESIGN (13 CIRCLES)	4/19/1993	93-12810	7/5/1994	292,862	REGISTERED	10
65123-0722	FISHER SCIENTIFIC	4/19/1993	93-12811	7/5/1994	292,863	REGISTERED	10
65123-0724	FISHER SCIENTIFIC	4/19/1993	93-12813	5/27/1994	290,774	REGISTERED	26
65123-2062	FISHERBRAND	9/23/2002	435622002			PENDING	01,10,25
65123-0381	ISOTEMP	5/10/1995	95-018316	2/17/1997	356,423	REGISTERED	34
65123-0382	MARATHON	5/10/1995	95-018317	2/17/1997	356,424	REGISTERED	34
65123-1246	MAYBRIDGE			11/6/2002	45-2001-1007	REGISTERED	01,05,42
<b>SPAIN</b>							
65123-0536	F DESIGN (1 CIRCLE)	3/4/1994	1,807,275	6/5/1996	1,807,275	REGISTERED	01
65123-0452	F DESIGN (13 CIRCLES)	3/4/1994	1,807,272	6/5/1996	1,807,272	REGISTERED	01
65123-0537	F DESIGN (13 CIRCLES)	3/4/1994	1,807,274	11/4/1994	1,807,274	REGISTERED	11
65123-0538	F DESIGN (13 CIRCLES)	3/4/1994	1,807,273	11/4/1994	1,807,273	REGISTERED	09
65123-0540	FISHER SCIENTIFIC	3/4/1994	1,807,276	11/4/1994	1,807,276	REGISTERED	01
65123-0543	PROBEON	5/9/1995	1,963,856	7/5/1996	1,963,856	REGISTERED	09
65123-1063	THROMBOSCREEN	3/5/1980	935,183	12/5/1980	935,183	REGISTERED	10
<b>SURINAME</b>							
65123-0633	F DESIGN (1 CIRCLE)	2/1/1995	N/A	2/2/1995	14,252	REGISTERED	01
65123-0634	F DESIGN (13 CIRCLES)	2/1/1995	N/A	2/2/1995	14,248	REGISTERED	01
65123-0635	FISHER SCIENTIFIC	2/1/1995	N/A	2/2/1995	14,249	REGISTERED	01,09
65123-0636	FISHERBRAND	2/1/1995	N/A	2/2/1995	14,250	REGISTERED	09
<b>SWEDEN</b>							
65123-2036	F FISHER SCIENTIFIC & DESIGN (2 LINES)	11/8/2001	T00526338			PENDING	01
65123-1233	FISHERBRAND	9/20/2002	2002/06054			PENDING	01,09,25
65123-0492	THROMBOSCREEN	12/23/1983	189,447	12/23/1983	189,447	REGISTERED	05,10
<b>SWITZERLAND</b>							
65123-1234	FISHERBRAND	9/22/2002	081902002			PENDING	01,09,25
65123-1245	MAYBRIDGE	3/13/2001	2001-2578	3/13/2001	490976	REGISTERED	01,05,42
<b>TAIWAN</b>							
65123-1047	F DESIGN (1 CIRCLE)	8/1/1998	(87)37573	4/16/2001	938559	REGISTERED	01
65123-1048	F DESIGN (1 circle)	8/1/1998	(87)37572	9/1/2000	898581	REGISTERED	09



REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>TAIWAN continued . . .</i>							
65123-0684	F DESIGN (13 CIRCLES)	8/27/1993	82,042,406	5/1/1994	641,824	REGISTERED	01
65123-0685	F DESIGN (13 CIRCLES)	8/27/1993	82,042,405	1/16/1995	668,306	REGISTERED	74
65123-1049	F FISHER SCIENTIFIC & DESIGN (1 LINE)	8/1/1998	(87)37571	6/1/2001	942229	REGISTERED	01
65123-1050	F FISHER SCIENTIFIC & DESIGN (1 LINE)	8/1/1998	(87)37570	7/16/2000	894241	REGISTERED	09
65123-0686	FISHER SCIENTIFIC	8/27/1993	82,042,404	4/16/1994	639,279	REGISTERED	01
65123-0687	FISHER SCIENTIFIC	8/27/1993	82,042,403	1/16/1995	668,305	REGISTERED	74
65123-0951	FISHERBRAND	5/5/1995	84021435	6/16/1998	805708	REGISTERED	09
<b>TAJKISTAN</b>							
65123-1964	F FISHER SCIENTIFIC & DESIGN (2-LINE)	8/14/2000	0202			PENDING	09
65123-1131	FISHER SCIENTIFIC	2/26/1999	99005032	7/6/2000	4782	REGISTERED	01,20,21 42
<b>THAILAND</b>							
65123-1051	F DESIGN (1 circle)	3/7/2002	482205			PENDING	01
65123-1053	F DESIGN (1 CIRCLE)	3/7/2002	482206			PENDING	09
65123-1054	F FISHER SCIENTIFIC & DESIGN (1 LINE)	3/7/2002	482207			PENDING	01
65123-1055	F FISHER SCIENTIFIC & DESIGN (1 LINE)	3/7/2002	482208			PENDING	09
65123-1235	FISHERBRAND	9/23/2002	498724			PENDING	001
65123-1236	FISHERBRAND	9/23/2002	498725			PENDING	009
65123-1237	FISHERBRAND	9/23/2002	498726			PENDING	025
<b>TURKEY</b>							
65123-1056	F DESIGN (1 CIRCLE)	11/16/1998	98/16253	11/17/1998	204804	REGISTERED	01,09
65123-1057	F FISHER SCIENTIFIC & DESIGN (1 LINE)	11/17/1998	98/16254	11/17/1998	205477	REGISTERED	01,09,11 20,21
65123-1238	FISHERBRAND					MAILED	01,09,25
<b>TURKMENISTAN</b>							
65123-1132	FISHER SCIENTIFIC	2/25/1999	99310109	1/31/2002	7534	REGISTERED	01,09,42
<b>UKRAINE</b>							
65123-1133	FISHER SCIENTIFIC	2/25/1999	99020589	2/15/2002	23138	REGISTERED	01,09,35 39
65123-1239	FISHERBRAND					MAILED	01,09,25
<b>UNITED ARAB EMR</b>							
65123-1058	F DESIGN (1 CIRCLE)	6/12/1998	29311	12/13/1998	21885	REGISTERED	01
65123-1059	F DESIGN (1 CIRCLE)	12/16/1998	29312	12/13/1998	21478	REGISTERED	09
65123-1060	F FISHER SCIENTIFIC & DESIGN (1 LINE)	12/13/1998	29313	8/16/1999	21884	REGISTERED	01
65123-1052	F FISHER SCIENTIFIC & DESIGN (1 LINE)	12/16/1998	29314			PENDING	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>UNITED KINGDOM</b>							
65123-0435	ACCUMET	4/30/1993	1534297	4/30/1993	1534297	REGISTERED	09
65123-0443	CASTALOY	5/1/1995	2,019,189	5/1/1995	2,019,189	REGISTERED	09
65123-2042	F FISHER SCIENTIFIC & DESIGN (2 LINES)	4/26/1996	2289248	1/3/2003	2289248	REGISTERED	01
65123-0445	MICROPROBE	5/1/1995	2,019,210	5/1/1995	2,019,210	REGISTERED	09
65123-0444	OPTIMA	5/1/1995	2,019,192	5/1/1995	2,019,192	REGISTERED	01
65123-0442	PROBEON	5/1/1995	2,019,184	5/1/1995	2,019,184	REGISTERED	09
<b>UNITED STATES</b>							
65123-2025	1st CHOICE & DESIGN	8/17/2001	76/301,210			PENDING	35,42
65123-0003	ACCUFET	5/22/1995	74/678,880	2/6/1996	1,955,202	REGISTERED	09
65123-0004	ACCUMET	2/9/1965	72/211,641	11/9/1965	798,532	REGISTERED	09
65123-0005	ACCUMET	3/24/1994	74/504,723	4/18/1995	1,889,733	REGISTERED	09
65123-0002	ACCU-PHAST & DESIGN	9/15/1986	73/619,690	6/30/1987	1,444,974	REGISTERED	09
65123-2066	ACCUSERIES	11/26/2002	78/189,199			PENDING	09
65123-2067	ACCUSPIN	11/26/2002	78/189,207			PENDING	09
65123-0006	ACCUTUPH	10/23/1996	75/186,597	10/21/1997	2,107,131	REGISTERED	09
65123-1192	ACROSEAL	10/30/2000	76/156,431	8/27/2002	2,611,820	REGISTERED	01
65123-1141	ASTROPONICS	6/15/1999	75/729,474			ALLOWED	09
65123-0014	BIOTRACK	4/15/1987	73/655,296	11/17/1987	1,465,434	REGISTERED	16
65123-0244	BLOOD DROP & DESIGN	3/4/1991	74/144,104	4/7/1992	1,681,751	REGISTERED	05
65123-0015	BOILEEZERS & DESIGN	3/8/1944	71/468,073	8/1/1944	408,304	REGISTERED	01
65123-0016	CADCORNER	11/23/1988	73/765,426	7/25/1989	1,549,199	REGISTERED	20
65123-0017	CAL-EX	2/8/1991	74/137,358	5/12/1992	1,685,888	REGISTERED	01
65123-0018	CASTALOY	10/31/1958	72/061,705	8/18/1959	683,653	REGISTERED	09
65123-0022	CENTRIFIC	1/10/1979	73/199,560	12/9/1980	1,142,340	REGISTERED	09
65123-0023	CHEMALERT	9/15/1986	73/619,709	5/17/1988	1,488,013	REGISTERED	01
65123-0881	CHEMEXPRESS	12/6/1996	75/222,389	1/27/1998	2,132,345	REGISTERED	09
65123-0177	CHEMGUARD	9/8/1987	73/682,783	8/2/1988	1,498,195	REGISTERED	01
65123-0178	CHEMPURE	10/20/1986	73/626,069	7/21/1987	1,448,040	REGISTERED	01
65123-0025	CHROMATIC	5/26/1982	73/366,672	4/12/1983	1,234,439	REGISTERED	09
65123-0026	CHROMOSCREEN	1/30/1995	74/627,561	1/14/1997	2,030,855	REGISTERED	05
65123-0184	CMS INTERACT & DESIGN	7/28/1980	73/272,050	7/19/1983	1,245,953	REGISTERED	35
65123-0187	CONCURTRAK & DESIGN	3/28/1996	75/079,930	12/30/1997	2,126,173	REGISTERED	09
65123-0032	CYTOPREP	1/28/1991	74/134,333	12/24/1991	1,669,115	REGISTERED	05
65123-0033	DECISLIDE	3/25/1991	74/150,538	3/31/1992	1,681,087	REGISTERED	10
65123-0034	DESICOOLER	3/4/1966	72/240,164	6/6/1967	829,758	REGISTERED	09
65123-0189	DEXICOLA	12/7/1964	72/207,561	9/7/1965	795,487	REGISTERED	05
65123-0035	DILUMAT	4/2/1976	73/082,520	10/12/1976	1,049,976	REGISTERED	09
65123-0036	DYNA-MIX	3/1/1966	72/239,890	5/2/1967	828,203	REGISTERED	09
65123-0893	ENVIROTRACK	8/11/1997	75/339,177	9/8/1998	2,187,682	REGISTERED	16

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
65123-0037	ENVIROWARE	6/7/1993	74/398,737	2/22/1994	1,822,530	REGISTERED	09
65123-0040	EQUAFUGE	4/27/1995	74/666,846	12/10/1996	2,022,580	REGISTERED	09
65123-0192	EQUATHERM	2/29/1984	73/467,996	8/20/1985	1,355,028	REGISTERED	09
65123-0041	EXCEL	2/3/1992	74/242,574	12/22/1992	1,741,116	REGISTERED	10
65123-0042	EXCEL & DESIGN	2/27/1992	74/250,333	6/22/1993	1,777,752	REGISTERED	10
65123-1142	EXTRATERRESTRIAL GARDEN	6/15/1999	75/728,527			ALLOWED	09
65123-1209	F & DESIGN (5 CIRCLES)	12/27/2001	76/353,261			ALLOWED	35
65123-1210	F CELEBRATING A CENTURY OF DISCOVERY & INNOVATION 1902-2002 & DESIGN	12/27/2001	76/353,260			ALLOWED	35
65123-0049	F DESIGN (13 CIRCLES)	9/30/1959	72/082,419	4/4/1961	713,336	REGISTERED	01
65123-0050	F DESIGN (13 CIRCLES)	9/30/1959	72/082,414	7/26/1960	701,795	REGISTERED	09
65123-0204	F FISHER HEALTHCARE & DESIGN	10/18/2001	76/326,908	10/29/2002	2,642,545	REGISTERED	35
65123-0043	F FISHER SCIENTIFIC & DESIGN (1 LINE)	11/3/1995	75/018,788	6/1/1999	2,249,881	REGISTERED	09
65123-0044	F FISHER SCIENTIFIC & DESIGN (1 LINE)	11/3/1995	75/018,879	12/23/1997	2,124,212	REGISTERED	01
65123-0045	F FISHER SCIENTIFIC & DESIGN (1 LINE)	11/3/1995	75/018,876	7/1/1997	2,076,381	REGISTERED	42
65123-0046	F FISHER SCIENTIFIC & DESIGN (2 LINES)	11/3/1995	75/018,880	6/1/1999	2,249,882	REGISTERED	09
65123-0047	F FISHER SCIENTIFIC & DESIGN (2 LINES)	11/3/1995	75/018,881	4/14/1998	2,150,026	REGISTERED	35
65123-1091	F FISHER SCIENTIFIC & DESIGN (DIV of 75/018,788;	11/3/1995	75/977,721	12/15/1998	2,211,933	REGISTERED	009
65123-0052	FILTRATOR	2/25/1942	71/451,201	8/18/1942	397,096	REGISTERED	11
65123-1198	FISHER	1/23/2001	76/198,301			ALLOWED	42
65123-1095	FISHER 1ST CHOICE	12/4/1998	75/599,893	10/8/2002	2,632,124	REGISTERED	035
65123-1207	FISHER BIOBLOCK SCIENTIFIC	6/20/2001	76/274,061			PENDING	35
65123-1197	FISHER CLINICAL SERVICES	1/23/2001	76/198,300			ALLOWED	42
65123-1211	FISHER DIAGNOSTICS (Re-file)	3/18/2002	76/382,823			PENDING	005
65123-1115	FISHER FACULTY	1/19/1999	75/622,651	8/6/2002	2,605,151	REGISTERED	35
65123-0209	FISHER HEALTHCARE	10/18/2001	76/326,907	10/22/2002	2,639,181	REGISTERED	35
65123-1111	FISHER REGISTRY	1/19/1999	75/622,631			ALLOWED	35
65123-1951	FISHER SAFETY	6/9/2000	76/067,829	4/9/2002	2,558,059	REGISTERED	35
65123-1962	FISHER SCIENCE EDUCATION	6/9/2000	76/067,828	7/30/2002	2,600,180	REGISTERED	09,35
65123-0059	FISHERBIOTECH	4/15/1987	73/655,297	12/15/1987	1,468,711	REGISTERED	01
65123-1993	FISHERBIOTECH	3/30/2001	76/233,574	4/16/2002	2,561,643	REGISTERED	09
65123-2048	FISHERBRAND	3/22/2002	76/386,200			PENDING	001
65123-2049	FISHERBRAND	3/22/2002	76/386,202			PENDING	009,25
65123-0061	FISHERBRAND & DESIGN	3/17/1995	74/648,368	2/6/1996	1,954,913	REGISTERED	09
65123-0060	FISHERBRAND & DESIGN	10/3/1966	72/255,608	1/14/1969	863,503	REGISTERED	09
65123-0062	FISHERFINEST	5/18/1983	73/426,396	8/14/1984	1,289,922	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
65123-0055	FISHERPAK	6/19/1995	74/699,601	9/24/1996	2,002,650	REGISTERED	01
65123-1190	FISHERSEAL	11/10/2000	76/162,763	5/14/2002	2,569,659	REGISTERED	01
65123-1971	FISHERTRAINER	10/26/2000	76/154,180	5/21/2002	2,571,082	REGISTERED	41
65123-0063	FL-70	2/23/1966	72/239,397	1/9/1968	842,220	REGISTERED	03
65123-0064	FLEXAFRAME & DESIGN	10/23/1937	71/398,842	4/19/1938	356,213	REGISTERED	06
65123-0195	FLEXALAB	11/20/1989	74/003,925	3/5/1991	1,636,923	REGISTERED	20
65123-0756	FOODTRACK	8/11/1997	75/339,184	9/8/1998	2,187,683	REGISTERED	16
65123-0065	FORMALDE-FRESH	3/5/1979	73/206,084	8/12/1980	1,138,536	REGISTERED	01
65123-0068	GAMAL & DESIGN	11/20/1942	71/456,939	5/4/1943	401,261	REGISTERED	01
65123-0198	GAS STATION	6/23/1986	73/605,646	3/10/1987	1,431,695	REGISTERED	05
65123-1954	GASTRAK	6/9/2000	76/068,292	6/26/2001	2,463,933	REGISTERED	001
65123-0200	GASTRAK & DESIGN	2/25/1980	73/251,174	10/20/1981	1,173,772	REGISTERED	01
65123-0069	GC RESOLV	4/21/1995	74/667,144	6/18/1996	1,980,855	REGISTERED	01
65123-0149	GFSI	8/13/1998	75/537,184	1/2/2001	2,418,051	REGISTERED	35
65123-0196	GFSI & DESIGN	8/13/1998	75,537,185	1/2/2001	2,418,052	REGISTERED	35
65123-0249	GLYCOSCREEN	10/15/1987	73/689,691	6/21/1988	1,492,878	REGISTERED	05
65123-0071	GRAM & DESIGN	6/22/1981	73/315,811	8/17/1982	1,205,267	REGISTERED	09
65123-0072	GRAM-PAC	6/21/1961	72/122,584	4/24/1962	730,263	REGISTERED	00,01
65123-0202	HEMA 3	2/29/1984	73/467,951	6/11/1985	1,339,858	REGISTERED	01
65123-0242	HEMAQUIK	6/22/1981	73/316,003	1/4/1983	1,222,245	REGISTERED	01
65123-0074	HEMASPRAY & DESIGN	10/14/1993	74/447,022	9/19/1995	1,920,676	REGISTERED	05
65123-0079	HISTO PREP	11/10/1981	73/336,579	12/21/1982	1,220,682	REGISTERED	09
65123-0083	ISOLON	12/6/1990	74/121,203	11/5/1991	1,663,303	REGISTERED	09
65123-0084	ISOTEMP	10/22/1942	71/456,334	3/16/1943	400,534	REGISTERED	09
65123-0085	ISOTEMP	10/15/1992	74/322,484	7/13/1993	1,781,204	REGISTERED	09
65123-0205	ISOVETTE	1/25/1984	73/462,473	6/11/1985	1,339,856	REGISTERED	01
65123-0086	JET-CLEAN	1/27/1983	73/411,151	3/20/1984	1,270,504	REGISTERED	03
65123-0251	KONTACT	11/1/1984	73/506,608	1/21/1986	1,378,698	REGISTERED	01
65123-0087	LAB PRODUCTS AT A GLANCE	4/26/1995	74/667,635	8/13/1996	1,992,866	REGISTERED	16
65123-0088	LAB REPORTER	4/24/1995	74/673,174	2/4/1997	2,034,907	REGISTERED	16
65123-0206	LABCRAFT	2/5/1986	73/581,362	7/7/1987	1,446,042	REGISTERED	09
65123-2024	LABPLACE	8/14/2001	76/299,811			ALLOWED	42,35
65123-0208	LABPLAN	4/19/1985	73/532,972	11/5/1985	1,368,778	REGISTERED	09
65123-0091	LAB-RANGER	5/2/1983	73/424,101	6/12/1984	1,281,465	REGISTERED	12
65123-0210	LYTE-TRAK & DESIGN	3/5/1984	73/468,551	1/15/1985	1,314,170	REGISTERED	01
65123-0895	MARATHON	10/2/1997	75/366,879	11/3/1998	2,201,420	REGISTERED	09
65123-0097	MAXIMA	7/6/1987	73/670,436	2/23/1988	1,477,507	REGISTERED	09
65123-1241	MAYBRIDGE	3/14/2001	76/226,929			PENDING	01,05,42
65123-1216	MEDIA MISER	6/17/2002	78/136,259			PENDING	9
65123-0099	METAB	7/5/1961	72/123,416	5/15/1962	731,352	REGISTERED	01

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
65123-0100	MICROMASTER	9/28/1982	73/390,742	10/4/1983	1,252,828	REGISTERED	09
65123-0101	MICROMASTER & DESIGN	9/28/1982	73/390,743	10/4/1983	1,252,829	REGISTERED	09
65123-0102	MICROPROBE	2/28/1975	73/045,441	5/25/1976	1,040,061	REGISTERED	10
65123-0103	MICROPROBE	11/7/1990	74/113,260	9/24/1991	1,658,137	REGISTERED	10
65123-0108	OMNI SETTE	11/23/1981	73/338,417	11/30/1982	1,218,238	REGISTERED	09
65123-1189	OPTIDRY	10/30/2000	76/156,432	8/27/2002	2,611,821	REGISTERED	01
65123-0109	OPTIMA	1/6/1989	73/773,251	10/31/1989	1,562,893	REGISTERED	01
65123-0253	PACIFIC HEMOSTASIS	3/4/1991	74/143,823	1/14/1992	1,671,577	REGISTERED	05
65123-0254	PACIFIC HEMOSTASIS &	3/4/1991	74/143,824	1/14/1992	1,671,578	REGISTERED	05
65123-0111	PEAK-O-GRAM	1/9/1989	73/773,564	9/5/1989	1,554,670	REGISTERED	16
65123-0112	PERMAS & DESIGN	2/25/1942	71/451,202	7/21/1942	396,513	REGISTERED	09
65123-0113	PERMOUNT	5/5/1980	73/260,830	11/10/1981	1,176,724	REGISTERED	01
65123-0114	PESCO	11/23/1962	72/157,841	9/17/1963	756,949	REGISTERED	09
65123-0116	PFEIFFER GLASS	12/12/1994	74/609,396	12/26/1995	1,943,933	REGISTERED	09
65123-0118	PHFFT	2/20/1987	73/645,674	9/22/1987	1,457,934	REGISTERED	03
65123-0119	POLY PAC	4/23/1979	73/212,573	12/16/1980	1,143,364	REGISTERED	16
65123-0120	PROBEON	12/6/1990	74/120,913	10/22/1991	1,661,568	REGISTERED	09
65123-1990	PROTECTING WHAT MATTERS MOST	12/6/2000	76/176,785	10/8/2002	2,632,919	REGISTERED	35
65123-1201	PROTOCOL	3/9/2001	76/222,272	11/12/2002	2,648,496	REGISTERED	001,005
65123-1202	QC EXPRESS	10/9/2001	76/322,847			PENDING	42
65123-0214	QS QUALITY ASSURANCE SYSTEMS & DESIGN	5/26/1989	73/802,905	1/9/1990	1,577,101	REGISTERED	42
65123-0124	REDI/PLATE	9/15/1986	73/619,692	1/17/1989	1,520,587	REGISTERED	09
65123-0123	REDI-TIP	3/27/1991	74/151,790	9/8/1992	1,713,191	REGISTERED	09
65123-0215	RETIC-SET	1/13/1983	73/409,146	5/1/1984	1,275,672	REGISTERED	01
65123-0125	REXYN	4/19/1963	72/167,133	3/10/1964	766,365	REGISTERED	01
65123-0126	RIDOX	4/23/1976	73/084,911	2/8/1977	1,058,087	REGISTERED	01
65123-0127	S.A.F.E.	4/14/1986	73/593,377	11/25/1986	1,418,635	REGISTERED	37
65123-0130	SAFECLEAR & DESIGN	9/23/1993	74/439,277	10/10/1995	1,926,261	REGISTERED	05
65123-0128	SAFE-COTE	10/17/1979	73/235,531	1/5/1982	1,184,823	REGISTERED	21
65123-0218	SAFE-D-SPENSE	4/9/1993	74/377,299	12/20/1994	1,868,893	REGISTERED	20
65123-0220	SAFEFIX	9/23/1993	74/439,276	9/19/1995	1,920,674	REGISTERED	05
65123-0176	SAFETY CHOICE	6/12/1998	75,500,958	8/15/2000	2,378,050	REGISTERED	9,10
65123-0150	SAFETY CHOICE & DESIGN	4/16/1998	75,473,422	8/15/2000	2,378,010	REGISTERED	9,10
65123-1925	SAFETYTRACK	2/2/2000	75/908,554			PENDING	35
65123-1927	SCIENCE REGISTRY	2/17/2000	75/921,430			ALLOWED	35
65123-1114	SCIENCEVILLE	1/19/1999	75/622,633			ALLOWED	35
65123-0133	SCINTILENE	5/16/1979	73/215,847	1/27/1981	1,146,374	REGISTERED	01
65123-0135	SCINTISAFE	12/12/1994	74/609,523	11/28/1995	1,938,576	REGISTERED	01
65123-0136	SCINTIVERSE	5/16/1979	73/215,846	1/27/1981	1,146,373	REGISTERED	01

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
65123-0137	SCOOPULA	11/30/1938	71/413,303	5/30/1939	367,785	REGISTERED	08
65123-0191	SEC + SAFETY EQUIPMENT COMPANY & DESIGN	6/2/1981	73,312,939	6/15/1982	1,198,336	REGISTERED	42
65123-0194	SEC + SAFETY EQUIPMENT COMPANY & DESIGN	5/14/1998	75/485,296	12/5/2000	2,409,787	REGISTERED	005,35
65123-0222	SECUREMOUNT	9/23/1993	74/439,278	6/20/1995	1,901,108	REGISTERED	01
65123-0255	SICKLESCREEN & DESIGN	10/14/1987	73/689,647	8/30/1988	1,501,864	REGISTERED	05
65123-1100	SLIDE-SAVER	12/17/1998	75/606,940	5/14/2002	2,570,352	REGISTERED	009
65123-1972	SPAR	9/2/2000	76/122,330			PENDING	35
65123-1973	SPAR & DESIGN	9/5/2000	76/122,521			PENDING	35
65123-0138	SPARKLEEN	10/26/1990	74/109,431	12/17/1991	1,668,175	REGISTERED	03
65123-0139	SPECTRANALYZED	3/10/1967	72/266,417	1/16/1968	842,283	REGISTERED	01
65123-0140	SPEEDYVAP & DESIGN	12/10/1941	71/449,340	8/11/1942	396,935	REGISTERED	09
65123-1075	SPLASHGON	2/17/1998	75/435,615	4/20/1999	2,240,609	REGISTERED	09
65123-0141	SPOONULA	9/30/1959	72/082,418	5/31/1960	698,571	REGISTERED	09
65123-0142	SPOONULET	3/1/1966	72/239,887	5/30/1967	829,443	REGISTERED	08
65123-0224	STAT-TRAK & DESIGN	3/5/1984	73/468,553	1/8/1985	1,312,906	REGISTERED	01
65123-0146	STEREOMASTER & DESIGN	8/29/1983	73/441,391	10/23/1984	1,301,373	REGISTERED	09
65123-0147	STOCKPRO	9/16/1985	73/558,703	5/27/1986	1,394,721	REGISTERED	09
65123-0226	SUN-DEX	8/17/1971	72/400,381	9/12/1972	942,633	REGISTERED	05
65123-1978	SUREGRIP	9/13/2000	76/127,635			PENDING	09
65123-0151	SURESTAIN	7/17/1985	73/548,617	1/28/1986	1,379,914	REGISTERED	01
65123-1184	SURETRAK	11/1/1999	75/837,573			ALLOWED	001
65123-1920	SURETRAK BASIC	12/20/1999	75/880,824			ALLOWED	001
65123-1921	SURETRAK COMPLETE	12/20/1999	75/881,373			ALLOWED	001
65123-1919	SURE-VUE	12/22/1999	75/878,442	2/5/2002	2,535,492	REGISTERED	10
65123-0152	TAINERTOP	1/7/1991	74/128,455	11/3/1992	1,729,126	REGISTERED	10
65123-0154	TENSIOMAT	12/12/1960	72/110,047	8/29/1961	720,646	REGISTERED	09
65123-0155	THAM	11/30/1960	72/109,309	5/1/1962	730,621	REGISTERED	01
65123-1112	THE REGISTRY	1/19/1999	75/622,632			ALLOWED	35
65123-1113	THE SCIENCE EDUCATION REGISTRY	1/19/1999	75/622,650			ALLOWED	35
65123-0256	THROMBOSCREEN	3/10/1964	72/188,391	4/6/1965	787,698	REGISTERED	06
65123-0259	THROMBOSTRATE	2/9/1979	73/203,366	10/20/1981	1,173,752	REGISTERED	01
65123-0258	THROMBO-STRATE IX	2/9/1979	73/203,365	10/20/1981	1,173,751	REGISTERED	01
65123-0257	THROMBO-STRATE VIII	2/9/1979	73/203,364	10/20/1981	1,173,750	REGISTERED	01
65123-0260	THROMBO-TRAK	1/13/1983	73/409,145	3/20/1984	1,270,457	REGISTERED	01
65123-0229	TISSUE PATH	11/9/1989	73/837,289	5/18/1993	1,770,916	REGISTERED	01
65123-0230	TISSUE PATH	5/17/1990	74/059,698	6/11/1991	1,647,289	REGISTERED	09
65123-0158	TISSUEPREP	2/28/1975	73/045,440	2/17/1976	1,033,470	REGISTERED	01
65123-0159	TITRALYZER	4/8/1964	72/190,603	12/29/1964	782,404	REGISTERED	09

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
65123-0160	TITRIMETER & DESIGN	10/24/1958	72/061,279	5/17/1960	697,785	REGISTERED	09
65123-0232	TRUFLOW	6/6/1995	74/685,134	7/15/1997	2,079,834	REGISTERED	09
65123-0164	TRU-GUARD	9/30/1985	73/560,934	2/10/1987	1,428,466	REGISTERED	25
65123-1947	TWISTIR	4/17/2000	76/028,065	10/22/2002	2,638,107	REGISTERED	09
65123-0168	URISYSTEM	12/13/1990	74/123,072	4/18/1995	1,889,773	REGISTERED	10
65123-0233	VALUTRAK	10/14/1987	73/689,649	6/21/1988	1,493,730	REGISTERED	42
65123-0171	VERSA-CLEAN	10/26/1990	74/109,430	5/26/1992	1,688,649	REGISTERED	03
<b>URUGUAY</b>							
65123-0637	F DESIGN (1 CIRCLE)	2/1/1995	275,470	1/7/1997	275470	REGISTERED	01,09
65123-0638	F DESIGN (13 CIRCLES)	2/1/1995	275468	1/7/1997	275468	REGISTERED	01,09
65123-0639	FISHER SCIENTIFIC	2/1/1995	275,469			PENDING	01,09
65123-0640	FISHERBRAND	2/1/1995	275,467	8/27/1998	275,467	REGISTERED	09
<b>UZBEKISTAN</b>							
65123-1134	FISHER SCIENTIFIC	3/17/1999	MBGU9900250.3	5/31/2000	MGU09748	REGISTERED	01,09,42
<b>VENEZUELA</b>							
65123-0641	ACCUMET	10/31/1994	14417-94			PENDING	09
65123-1072	CMS & DESIGN	5/29/1995	7442-95	5/9/1997	N/A	REGISTERED	01
65123-1073	CMS & DESIGN	5/29/1995	7443-95	5/9/1997	N/A	REGISTERED	10
65123-1074	CMS & DESIGN	5/29/1995	7444-95	5/9/1997	N/A	REGISTERED	NC
65123-0645	F DESIGN (13 CIRCLES)	12/11/1992	26989-92		176621	REGISTERED	09
65123-0646	F DESIGN (13 CIRCLES)	12/11/1992	26987-92		176620	REGISTERED	05
65123-0647	F DESIGN (13 CIRCLES)	12/11/1992	26988-92		33371	REGISTERED	42
65123-0648	FISHER SCIENTIFIC	12/11/1992	26992-92			PENDING	42
65123-0650	FISHER SCIENTIFIC	12/11/1992	26990-92			PENDING	05
65123-0651	FISHERBRAND	10/31/1994	14414-94	10/31/1994	187341	REGISTERED	09
65123-0652	ISOTEMP	10/31/1994	14415-94	10/31/1994	188725	REGISTERED	09
65123-0653	OPTIMA	10/31/1994	14416-94			PENDING	01
<b>VIETNAM</b>							
65123-1061	F DESIGN (1 CIRCLE)	7/1/1998	N981880	2/10/2000	33250	REGISTERED	01,09
65123-1062	F FISHER SCIENTIFIC & DESIGN (1 LINE)	7/1/1998	N981881	2/10/2000	33251	REGISTERED	01,09
65123-1240	FISHERBRAND	10/4/2002	4-2002-06336			PENDING	01,09,25

END OF REPORT

## INTELLECTUAL PROPERTY - PATENT LICENSES

## FISHER SCIENTIFIC

Patent Number	Expiration Date	Licensor/Owner
4,731,335	13-Sep-05	Ventana Medical Systems, Inc.
4,801,431	31-Mar-07	Ventana Medical Systems, Inc.
5,023,187	11-Jun-08	Ventana Medical Systems, Inc.
5,116,727	31-Aug-09	Ventana Medical Systems, Inc.
5,992,709	9-Oct-17	Princeton University
6,103,476		Public Health Research Institute
6,365,729		Public Health Research Institute
6,150,097		Public Health Research Institute
5,925,517		Public Health Research Institute
4,683,195	28-Jul-04	Roche Molecular Systems, Inc.
4,683,202	28-Jul-04	Roche Molecular Systems, Inc.
4,965,188	28-Jul-04	Roche Molecular Systems, Inc.
5,075,216	24-Dec-11	Roche Molecular Systems, Inc.
5,407,800	12-Apr-11	Roche Molecular Systems, Inc.
5,322,770	10-May-11	Roche Molecular Systems, Inc.
5,310,652	10-May-11	Roche Molecular Systems, Inc.

Note 1: The patents now owned by Ventanna Medical Systems Inc. were initially filed or issued to Fisher Scientific Company and sold to various Instrumentation Laboratory parties in 1991, with a license taken back. The Instrumentation Laboratory parties assigned their rights to Biotek Solutions Inc., who subsequent assigned rights to Ventanna Medical Systems.

Note 2: Fisher has rights under certain Public Health Research Institute patents solely with respect to "Molecular Beacon" probes which Fisher may order from Sigma-Genosys, Inc. for direct shipment to Fisher's customers. The actual license from Public Health Research Institute is held by Sigma-Genosys, Inc.

Note 3: As to foreign counterparts, Fisher does not track what counterparts are still in effect because a) where Fisher has a royalty-free non-exclusive license (e.g., under the patents now owned by Ventanna, it does not matter to Fisher whether the patent is still in effect, and b) where Fisher pays royalties (e.g., the Roche patents), Fisher does not make or sell the covered products outside of the U.S.



EXHIBIT I to the  
Guarantee and  
Collateral Agreement

Supplement No. \_\_\_ dated as of [ ], to the Guarantee and Collateral Agreement dated as of February 14, 2003, among Fisher Scientific International Inc., Fisher Scientific Company L.L.C., certain other Subsidiaries of Fisher Scientific International Inc. and JPMorgan Chase Bank, as Collateral Agent.

A. Reference is made to the Credit Agreement dated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Fisher Scientific International Inc. (the "Company"), Fisher Scientific Company L.L.C., the Lenders party thereto and JPMorgan Chase Bank, as Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. The Guarantors and Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.16 of Collateral Agreement provides that additional Subsidiaries of the Company may become Subsidiary Parties under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Party under the Collateral Agreement and the Collateral Sharing Agreement with the same force and effect as if originally named therein as a Subsidiary Party and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement and the Collateral Sharing Agreement applicable to it as a Subsidiary Party thereunder and (b) represents and warrants

that the representations and warranties made by it as a Grantor and, if applicable, a Guarantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Collateral Agreement) and, subject to Section 5.06, the Senior Note Obligations (as defined in the Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Collateral Agreement) of the New Subsidiary. Each reference to a "Grantor" and, if applicable, a "Guarantor" in the Collateral Agreement and the Collateral Sharing Agreement shall be deemed to include the New Subsidiary. The Collateral Agreement and the Collateral Sharing Agreement are hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary and (b) set forth under its signature hereto is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or any provision in the Collateral Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

SCHEDULE I  
to Supplement No. \_\_\_  
to the Guarantee and  
Collateral Agreement

LOCATION OF COLLATERAL

Description

Location

SCHEDULE II  
to Supplement No. \_\_\_  
to the Guarantee and  
Collateral Agreement

Pledged Securities of the New Subsidiary

EQUITY INTERESTS

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
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DEBT SECURITIES

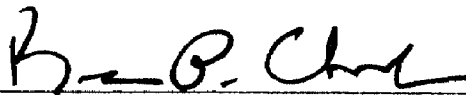
<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
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INTELLECTUAL PROPERTY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FISHER SCIENTIFIC INTERNATIONAL  
INC.,

by



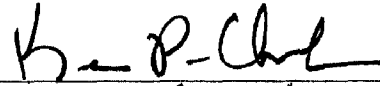
Name: Kevin P. Clark

Title: Vice President and Chief Financial Officer

FISHER SCIENTIFIC COMPANY  
L.L.C.,

by Fisher Scientific  
International Inc.,  
manager and sole member

by



Name: Kevin P. Clark

Title: Vice President and Chief Financial Officer

<<2218829>>

**TRADEMARK**  
**REEL: 002711 FRAME: 0713**

COLE-PARMER INSTRUMENT  
COMPANY,

by

Kevin P. Clark

Name: Kevin P. Clark

Title: Vice President and Treasurer



FISHER CLINICAL SERVICES INC.,

by



Name: Kevin P. Clark

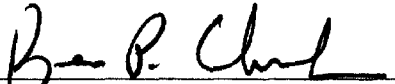
Title: Vice President and Treasurer

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TRADEMARK  
REEL: 002711 FRAME: 0715

FISHER HAMILTON L.L.C.,

by Fisher Scientific  
International Inc.,  
manager and sole member

by 

Name: Kevin P. Clark

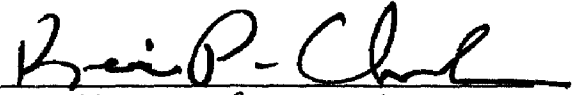
Title: Vice President and Chief Financial Officer

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**TRADEMARK**  
**REEL: 002711 FRAME: 0716**

FISHER SCIENTIFIC WORLDWIDE  
INC.,

by



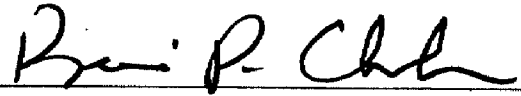
Name: Kevin P. Clark  
Title: Treasurer

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TRADEMARK  
REEL: 002711 FRAME: 0717

FSWH COMPANY LLC,

by

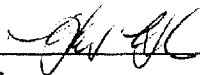


Name: Kevin P. Clark

Title: Vice President and Treasurer

JPMORGAN CHASE BANK,  
as Collateral Agent,

by

  
\_\_\_\_\_  
Name:  
Title: **BRUCE BORDEN**  
**VICE PRESIDENT**

<<2218829>>

RECORDED: 04/15/2003

TRADEMARK  
REEL: 002711 FRAME: 0719