

08-29-2003



Form PTO-1594
1-31-92

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TRADEMARK OFFICE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Dade Behring Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

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

8-25-03

2. Name and address of receiving party(ies):
Name: Deutsche Bank AG, New York Branch
Internal Address: 31 West 52nd Street
Street Address:
City: New York State: New York Zip Code: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:
 Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: June 23, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

76/492399 78/261220
76/511472 78/261172
76/515533

Additional numbers attached? Yes No

Trademark Registration No.(s)

OFFICE OF PUBLIC RECORDS
2003 AUG 25 PM 3:22
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705
(Attach duplicate copy of this page if paying by deposit account)

08/28/2003 6TON11 00000009 76492399
01 FC:18521 40.00 OP
02 FC:18522 100.00 OP

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno [Signature] August 25, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dade Behring Inc., a Delaware Corporation (the "Grantor") with principal offices at 1717 Deerfield Road, Deerfield, Illinois 60015-0778, hereby grants to Deutsche Bank AG, New York Branch, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, NY 10019, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

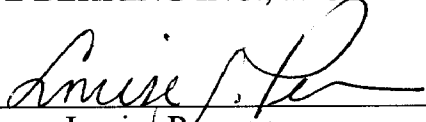
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 3, 2002 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
23rd day of June 2003.

DADE BEHRING INC., as Grantor

By 
Name: Louise Pearson
Title: Vice President

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent
and Grantee

By 
Name: Mary Kay Coyle
Title: Managing Director

STATE OF ILLINOIS)
) ss.:
COUNTY OF LAKE)

On this 23rd day of June, before me personally came Louise Pearson who, being by me duly sworn, did state as follows: that she is a Vice President of Dade Behring Inc., that she is authorized to execute the foregoing Grant on behalf of said Corporation and that she did so by authority of the Board of Directors of said Corporation.

Maria G Salgado
Notary Public



SCHEDULE A

Trademark Applications

Trademark Name	Application Number	Date Filed
KNOWIT	76/492,399	02/21/2003
DIMENSION VISTA	76/511,472	05/06/2003
DIMENSION VISTA	76/515,533	05/19/2003
PRO-LYTE	78/261,220	06/11/2003
V-LYTE	78/261,172	06/11/2003