

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QBC Diagnostics, Inc.		10/06/2005	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	IDEXX Laboratories, Inc.
<b>Street Address:</b>	One IDEXX Drive
<b>City:</b>	Westbrook
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04092
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	IDEXX Operations, Inc.
<b>Street Address:</b>	6100 East Shelby Drive
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38141
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	IDEXX Europe B.V.
<b>Street Address:</b>	1119 NE Schiphol-Rijk
<b>City:</b>	Koolhonenlaan 20
<b>State/Country:</b>	NETHERLANDS
<b>Entity Type:</b>	COMPANY: NETHERLANDS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1291970	QBC
Registration Number:	1274977	QBC

OP \$65.00 1291970

**CORRESPONDENCE DATA**

Fax Number: (617)526-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-526-6448  
Email: huelinh.tran@wilmerhale.com  
Correspondent Name: Michael J. Bevilacqua  
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	47791129
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**DOMESTIC REPRESENTATIVE**

Name: Michael J. Bevilacqua  
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
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Signature:	/michael j. bevilacqua/
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Date:	12/02/2005
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Total Attachments: 13  
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TRADEMARK ASSIGNMENT AGREEMENT  
(by QBC Diagnostics, Inc.)

WHEREAS, QBC Diagnostics, Inc., a Pennsylvania corporation, ("Grantor") owns the trademarks and service marks listed on Schedule I annexed hereto, and is a party to the trademark and service mark licenses listed on Schedule I annexed hereto; and

WHEREAS, Grantor on the one hand and IDEXX Laboratories, Inc., IDEXX Operations, Inc. and IDEXX Europe B.V. (herein referred to severally and collectively, as "Grantee") on the other, have entered into a Security Agreement dated as of October 6, 2005 (the "Security Agreement") pursuant to which Grantor has granted to Grantee a security interest as contemplated by the Security Agreement, including, without limitation, in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and service marks, licenses of the same, and all applications to register the same, as well as the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks and service marks to secure the prompt, full and faithful payment and performance when due of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt, full and faithful payment and performance when due of the Obligations (as defined in the Security Agreement), Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark and service mark together with each application to register the same, including, without limitation, each trademark and service mark together with each application to register the same referred to in Schedule I annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each license relating to any trade mark or service mark and all income and royalties with respect to any such license, together with all reissues, extensions and renewals thereof, including, without limitation, each trademark and service mark license listed on Schedule I annexed hereto;
- (3) the entire goodwill of, or associated with, the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing property, including, without limitation, any trademark or service mark together with any applications to register the same referred to in Schedule I annexed hereto, and any trademark or service mark licensed pursuant to any trademark or service mark license listed on Schedule I annexed hereto.

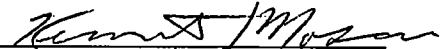
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Assignment Agreement.

[Signature page follows]

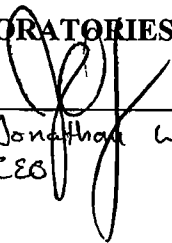
IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment Agreement to be duly executed by its duly authorized officer thereunto as of the 6<sup>th</sup> day of October, 2005.

**QBC DIAGNOSTICS, INC.**

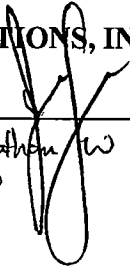
By:   
Name: Kenneth S Moscone 10-6-05  
Title: President

Agreed and Accepted as of the  
\_\_\_\_ day of October, 2005

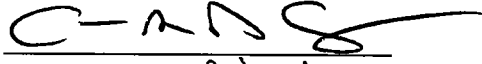
**IDEXX LABORATORIES, INC.**

By:   
Name: Jonathan W Ayers  
Title: CEO

**IDEXX OPERATIONS, INC.**

By:   
Name: Jonathan W Ayers  
Title: CEO

**IDEXX EUROPE B.V.**

By:   
Name: Cavan R Deady  
Title: Director

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]



Schedule I to Trademark Assignment Agreement

TRADEMARKS

<b>Trademark</b>	<b>Case Number/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Registration Number/Date</b>
AUTOREAD	TMK 19962897/ Austria	Registered 9	137654 09-Sep-1991
<i>Application</i>	AM314991		
<i>File Date:</i>	03-Jul-1991		
AUTOREAD	TMK 19962898/ Benelux	Registered 9	502715 03-Jul-1991
<i>Application</i>	766109		
<i>File Date:</i>	03-Jul-1991		
AUTOREAD	TMK 19962899/ Denmark	Registered 9	VR199202935 17-Apr-1992
<i>Application</i>	VA04394199		
<i>File Date:</i>	21-Jun-1991		
AUTOREAD	TMK 19962900/ France	Registered 9	1672999 24-Jun-1991
<i>Application</i>	293568		
<i>File Date:</i>	24-Jun-1991		

<b>AUTOREAD</b>	TMK 19962901/	Registered	2073803
	Germany	9	03-Aug-1994
<i>Application</i>	B930109Wz		
<i>File Date:</i>	25-Jun-1991		
<b>AUTOREAD</b>	TMK 19962902/	Registered	104761
	Greece	9	17-Jun-1994
<i>Application</i>	104761		
<i>File Date:</i>	28-Jun-1991		
<b>AUTOREAD</b>	TMK 19962903/	Registered	143603
	Ireland	9	24-Jun-1991
<i>Application</i>	91/3090		
<i>File Date:</i>	24-Jun-1991		
<b>AUTOREAD</b>	TMK 19962904/	Registered	613241
	Italy	9	29-Dec-1993
<i>Application</i>	RM91C2541		
<i>File Date:</i>	11-Jul-1991		
<b>AUTOREAD</b>	TMK 19962905/	Registered	153562
	Norway	9	03-Dec-1992
<i>Application</i>	913237		
<i>File Date:</i>	27-Jun-1991		



<b>AUTOREAD</b>	TMK 19990198/	Registered	275381
	Portugal	9	04-Jun-1993
<i><b>Application</b></i>	275381		
<i><b>File Date:</b></i>	12-Jul-1991		
<b>AUTOREAD</b>	TMK 19962907/	Registered	1645976
	Spain	9	04-Mar-1994
<i><b>Application</b></i>	1645976		
<i><b>File Date:</b></i>	02-Jul-1991		
<b>AUTOREAD</b>	TMK 19962908/	Registered	236057
	Sweden	9	05-Jun-1992
<i><b>Application</b></i>	9105576		
<i><b>File Date:</b></i>	25-Jun-1991		
<b>QBC</b>	TMK 19960034/	Registered	349,458
	Canada	9	23-Dec-1988
<i><b>Application</b></i>	514,013		
<i><b>File Date:</b></i>	16-Dec-1983		
<b>QBC</b>	TMK 19960364/	Registered	107,606
	Colombia	10	27-Feb-1990
<i><b>Application</b></i>	205,454		
<i><b>File Date:</b></i>	07-Oct-1981		

QBC	TMK 19960460/	Registered	1,440,296
	France	9, 10	15-Dec-1987
<i>Application</i>	266,313		
<i>File Date:</i>	12-Jan-1978		
QBC	TMK 19990113/	Pending	
	India	9	
<i>Application</i>	745,845		
<i>File Date:</i>	27-Dec-1996		
QBC	TMK 19960616/	Registered	825307
	Italy	1, 9	26-Jun-1985
<i>Application</i>	RM98C000011		
<i>File Date:</i>	01-Feb-1978		
QBC	TMK 19962008/	Registered	784,947
	Italy	9	02-Feb-1989
<i>Application</i>	RM97C005422		
<i>File Date:</i>	07-Nov-1997		
QBC	TMK 19960778/	Registered	1527713
	Japan	10	30-Jul-1982
<i>Application</i>	58361978		
<i>File Date:</i>	02-Feb-1978		

<b>QBC</b>	TMK 19961552/	Registered	344429
	Mexico	1, 3, 5	26-May-1982
<i><b>Application</b></i>	106622		
<i><b>File Date:</b></i>	26-May-1982		
<b>QBC</b>	TMK 19990222/	Registered	295608
	Mexico	10	14-Dec-1983
<i><b>Application</b></i>	221086		
<i><b>File Date:</b></i>	05-Aug-1983		
<b>QBC</b>	TMK 19961669/	Registered	137,896
	Norway	9	03-Aug-1989
<i><b>Application</b></i>	87/4807		
<i><b>File Date:</b></i>	18-Nov-1987		
<b>QBC</b>	TMK 19962007/	Registered	244477
	Portugal	9	23-Mar-1992
<i><b>Application</b></i>	244477		
<i><b>File Date:</b></i>	14-Dec-1987		
<b>QBC</b>	TMK 19961017/	Registered	948111
	Spain	9	05-May-1981
<i><b>Application</b></i>	948111		
<i><b>File Date:</b></i>	14-Jul-1980		

QBC	TMK 19961018/	Registered	948110
	Spain	10	05-May-1981
<i>Application</i>	948110		
<i>File Date:</i>	14-Jul-1980		
QBC	TMK 19962562/	Registered	238918
	Sweden	9	14-Aug-1992
<i>Application</i>	8800127		
<i>File Date:</i>	08-Jan-1988		
QBC	TMK 19961747/	Registered	435,262
	Taiwan	9, 74	16-Mar-1989
<i>Application</i>	7,726,033		
<i>File Date:</i>	07-Jun-1988		
QBC	TMK 19962122/	Registered	425,974
	Taiwan	1	16-Jan-1989
<i>Application</i>	7,726,034		
<i>File Date:</i>	07-Jun-1988		
QBC	TMK 19963395/	Registered	1,291,970
	United States of America	9	28-Aug-1984
<i>Application</i>	418,289		
<i>File Date:</i>	22-Mar-1983		

<b>QBC</b>	TMK 19961095/ Venezuela	Registered 9	104,036 11-Jan-1983
<i>Application</i>	1852/80		
<i>File Date:</i>	28-Mar-1980		
<b>QBC WITH DESIGN</b>	TMK 19965088/ Australia	Registered 10 Int.	649174 15-Feb-1991
<b>QBC WITH DESIGN</b>	TMK 19965089/ Australia	Registered 09 Int.	649175 15-Feb-1991
<b>QBC WITH DESIGN</b>	TMK 19962055/ Austria	Registered 09 Int., 10 Int.	121602 23-Sep-1988
<b>QBC WITH DESIGN</b>	TMK 19990073/ China	Registered 09 Int.	866161 28-Aug-1996
<b>QBC WITH DESIGN</b>	TMK 19961655/ Denmark	Registered 09 Int.	VR199107911 08-Nov-1991
<b>QBC WITH DESIGN</b>	TMK 19986082/ European Community	Registered 09 Int., 10 Int	881326 05-Nov-1999
<b>QBC WITH DESIGN</b>	TMK 19962168/ Hong Kong	Registered 09 Int.	B06785/94 05-Feb-1991

<b>QBC WITH DESIGN</b>	TMK 19962130/	Registered	132068
	Ireland	09 Int.	26-Aug-1988
<b>QBC WITH DESIGN</b>	TMK 19964227/	Registered	3087440
	Japan	10 Int.	31-Oct-1995
<b>QBC WITH DESIGN</b>	TMK 19962245/	Registered	B188,536
	New Zealand	09 Int.	07-May-1992
<b>QBC WITH DESIGN</b>	TMK 19962138/	Registered	366501
	Switzerland	10 Int.	08-Sep-1988
<b>QBC WITH DESIGN</b>	TMK 19961826/	Registered	78033
	Thailand	09 Int.	24-Aug-1989
<b>QBC WITH DESIGN</b>	TMK 19962150/	Registered	78110
	Thailand	10 Int.	05-Sep-1989
<b>QBC WITH DESIGN</b>	TMK 19962524/	Registered	B1400378
	United Kingdom	09 Int.	18-Oct-1989
<b>QBC WITH DESIGN</b>	TMK 19963394/	Registered	1274977
	United States of America	09 Int.	24-Apr-1984
<b>QBC AUTOREAD WITH DESIGN</b>	TMK 19962909/	Registered	395071
	Switzerland	09 Int.	15-Sep-1992
<b>QBC AUTOREAD WITH DESIGN</b>	TMK 19962910/	Registered	B1468496

United Kingdom

09 Int.

24-Jun-1991

**QBC Star**

United States of America

Unregistered

**E-Z Prep**

United States of America

Unregistered

**Paralens**

United States of America

Unregistered

**Vet Autoread**

United States of America

Unregistered