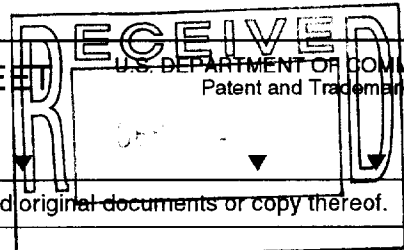


09-17-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

BioStar, Inc.
6655 Lookout Road
Boulder, Colorado

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 31, 1998

2. Name and address of receiving party(ies):

Name: Thermo BioAnalysis Corporation

Internal Address: _____

Street Address: 81 Wyman Street

City: Waltham State: MA ZIP: 02254

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

75/308530
75/308336

B. Trademark Registration No.(s)

1,995,565 1,970,501
1,881,052 1,436,984
1,915,949 1,921,449
1,921,450 1,971,825

Additional numbers attached? Yes No

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

Name: Michael J. Bevilacqua, Esquire

Internal Address: Hale and Dorr LLP

09/17/1998 DNGUYEN 00000169 000219 1995565

01 FC:481 40.00 CH
02 FC:482 330.00 CH

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41).....\$390.00

Enclosed

Authorized to be charged to deposit account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number:

08-0219

(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.

Michael J. Bevilacqua
Name of Person Signing

Signature

September 1, 1998
Date

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

6

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

89198.672
TRADEMARK
REEL: 1788 FRAME: 0684

CONTINUATION PAGE FOR

GRANT OF SECURITY INTEREST (TRADEMARKS) FOR REMAINING TRADEMARKS
BIOSTAR, INC. and
THERMO BIOANALYSIS CORPORATION

2,050,360

2,054,126

2,034,124

1,921,448

1,915,948

GRANT OF SECURITY INTEREST (TRADEMARKS)

BioStar, Inc., a Delaware corporation (the "Debtor"), is obligated to **Thermo BioAnalysis Corporation**, a Delaware corporation (the "Secured Party"), and has entered into a Loan and Security Agreement dated the date hereof (as the same may be amended and in effect from time to time the "Security Agreement") in favor of the Secured Party. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement.

Pursuant to the Security Agreement, the Debtor granted to the Secured Party a security interest in all of the right, title and interest of the Debtor in and to the trademarks and trademark applications listed on Schedule 1 attached hereto, which trademarks and trademark applications are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Debtor does hereby further assign to the Secured Party, and grant to the Secured Party, subject to the provisions of the Security Agreement, a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Until a Default has occurred and is continuing, Secured Party hereby grants to the Debtor, a license to use the Collateral in connection with the operations and management of its business. Borrower agrees that all goods and services provided under any of the Trademarks shall be of the same quality as the goods and services provided presently by the Debtor.

Upon the indefeasible cash payment in full of all Obligations (as such term is defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Debtor's expense to release or reconvey to Debtor all right, title and interest of the Debtor in and to the Collateral.

The Secured Party's address is: 81 Wyman Street, Waltham, Massachusetts 02254.

IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly Authorized Officer as of the 31st day of August 1998.

BIOSTAR, INC.

By: Teresa W. Ayers
Name: Teresa W. Ayers
Title: President and Chief Executive Officer

STATE OF Colorado)
COUNTY OF Boulder)

On this 31 day of August, 1998, before me personally came Teresa W. Ayers, to me known, who, being by me duly sworn, did depose and say that she is the President and Chief Executive Officer of BioStar, Inc., the corporation described in and which executed the above instrument, and that she signed her name thereto by order of the board of directors thereof.

Melissa Hanson
Notary Public
[Notary's Stamp]

My Commission Expires: 8/28/2000

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of August 31, 1998

A. Registered Trademarks

See attached.

B. Trademark Applications

See attached.

BIOSTAR, INC.

1. Trademarks

<u>Serial or Registration Number</u>	<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Filing Date or Registration Date</u>
75,308,530	Acceava	U.S.	Application filed 6/13/97
75,308,336	Acceava	U.S.	Application filed 6/13/97
1,995,565	Biostar and Design	U.S.	Registered 8/20/96
2,050,360	Biostar	U.S.	Registered 4/8/97
2,054,126	Biostar and Design	U.S.	Registered 4/22/97
1,970,501	Better Results Mean Better Medicine	U.S.	Registered 4/23/96
1,921,450	Biostar and Design	U.S.	Registered 9/26/95
1,971,825	Better Results Mean Better Medicine	U.S.	Registered 4/30/96
1,915,949	Biostar	U.S.	Registered 9/5/95
1,915,948	Biostar and Design	U.S.	Registered 9/5/95
1,921,449	Biostar	U.S.	Registered 9/26/95
2,034,124	Better Results Mean Better Medicine	U.S.	Registered 1/28/97
1,921,448	Biostar and Design	U.S.	Registered 9/26/95
1,881,052	OIA	U.S.	Registered 2/28/95
1,436,984	Biostar	U.S.	Registered 4/21/87