RECORDATION FOR ent and Trademark Office (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) TRADEMAR 100951268 To the Honorable Commissioner of Patents and Trademarks: Please or copy thereof. 2. Name and address of receiving party(ies): Name of conveying party(ies): BioStar, Inc. Name: Thermo BioAnalysis Corporation 6655 Lookout Road Boulder, Colorado Internal Address:\_\_\_\_ □ Individual(s) □ Association——— Street Address: 81 Wyman Street ☐ General Partnership ☐ Limited Partnership City: Waltham State: MA ZIP: 02254 ☐ Other\_ ☐ Individual(s) citizenship\_\_\_\_\_ Additional name(s) of conveying party(ies) attached? 

Yes 

No ☐ Association\_\_\_\_\_ ☐ General Partnership\_\_\_\_\_ 3. Nature of conveyance: □ Limited Partnership\_\_\_ Assignment □ Merger ☑ Corporation-State <u>Delaware</u> Security Agreement ☐ Change of Name □ Other\_ Other Release of Security Interest: 1788/0684 If assignee is not domiciled in the United States, a domestic representative designation ☐ Yes ☑ No is attached: Execution Date: December 31, 1998 (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) B. Trademark Registration No.(s) 1,995,565 1,970,501 75/308530 1,881,052 75/308336 1,436,984 1,915,949 1,921,449 1,921,450 1.971.825 Additional numbers attached? 

✓ Yes □ No. 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved: ..... concerning document should be mailed: Name: Michael J. Bevilacqua, Esquire 7. Total fee (37 CFR 3.41).....\$390.00 Internal Address: Hale and Dorr LLP Enclosed Authorized to be charged to deposit account Charge any additional fees associated with this paper or during the pendancy of this application, or credit any overpayment, to deposit account. Street Address: 60 State Street 8. Deposit account number: 08-0219 \_\_\_ State: <u>MA</u>\_\_\_ ZIP: <u>02109</u> City: Boston (Attach duplicate copy of this page if paying by deposit account) 01/27/1999 INGUYEN 00000324 080219 1995565 DO NOT USE THIS SPACE 01 FC:481 02 FC:482 40.00 CH 350.00 CH 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 January 21, 1999 Name of Person Signing Date Total number of pages including cover sheet, attachments, and document:

FORM PTO-1594

01-27-1999

TMENT OF COMMERCE

## Form PTO-1594 Continuation

## **CONTINUATION PAGE FOR**

RELEASE OF SECURITY INTEREST (TRADEMARKS) FOR REMAINING TRADEMARKS BIOSTAR, INC. and THERMO BIOANALYSIS CORPORATION originally recorded at 1788/0684

2,050,360

2,054,126

2,034,124

1,921,448

1,915,948

TRADEMARK REEL: 1844 FRAME: 0597

## RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, BioStar, Inc., a Delaware corporation, located at 6655 Lookout Road, Boulder, Colorado 80301 ("Debtor"), and Thermo BioAnalysis Corporation, a Delaware corporation, located at 81 Wyman Street, Waltham, Massachusetts 02254 ("Secured Party"), entered into Loan and Security Agreement ("Agreement") and a Grant of Security Interest (Trademarks) (the "Grant"), both dated as of August 31, 1998, that by their terms granted the Secured Party a security interest in certain intellectual property listed in Schedule 1, all pending and registered trademarks, acquired or arising after the date of the Agreement or the Grant (collectively, the "Trademarks"). The Grant was recorded in the United States Patent and Trademark Office on September 4, 1998 at Reel 1788 and Frame 0684;

WHEREAS, the Agreement and the Grant provide that the Secured Party shall execute and deliver to the Debtor a termination of all security interests granted by the Debtor upon the payment and full performance of all obligations incurred under the Agreement and the Grant; and

WHEREAS, Debtor has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted.

NOW THEREFORE the Secured Party hereby releases its security interest in the Trademarks and reassigns to the Debtor any interest in the Trademarks acquired by Secured Party under the Agreement and/or the Grant.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Release as of the date of execution, this <u>31st</u> day of **November**, 1998.

December

THERMO BIOANALYSIS CORPORATION

Colin Maddix

President

State of Pennsylvania ) County of Allegheny ) \*\*

Then personally appeared the above named Colin Maddix and acknowledged the foregoing act to be <u>Mis</u> free act and deed, before me, this <u>31</u> day of November, 1998.

Notary Public

My commission expires:

Notarial Seal
Karen I. Cronso Notery Public
Face of Connect Notery Public
Men of Face of Legal 10, 2000
Men by Face of Waria Association of Notaries

TRADEMARK REEL: 1844 FRAME: 0598

# BIOSTAR, INC.

# 1. Trademarks

Serial or Registration Number	Trademark Name	Jurisdiction	Filing Date or Registration Date
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

TRADEMARK
RECORDED: 01/27/1999 REEL: 1844 FRAME: 0599