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To the Honorable Commissioner of Patents

... original documents or copy thereof.

JUN 15 AM 10:29

1. Name of conveying party(ies):

Strategic Diagnostics, Inc. OPER/TRANSC

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other

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

3. Nature of conveyance:

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: February 26, 1999

2. Name and address of receiving party(ies)

Name: First Union National Bank

Internal Address:

Street Address: 3 Beaver Valley Road

City: Wilmington, State: DE ZIP: 19803

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other National Bank

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 patent number(s):

A. Trademark Application No.(s)

75/574,952

B. Trademark Registration No.(s)

1,978,330 1,924,948
2,017,074 1,856,130
2,200,023 1,865,106
1,550,643

Additional numbers attached? Yes No

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

Name: Steven J. Gelman, Esquire

Internal Address:

Street Address: 260 South Broad Street

City: Phila., State: PA ZIP: 19102

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 320.00

[X] Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/12/2000 RECEIPT 0000055 73574952

DO NOT USE THIS SPACE

07/12/2000 RECEIPT 0000055767

01 FC:401 40.00
02 FC:402 175.00

CHECK Refund Total: 0105.00

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.

Steven J. Gelman

Name of Person Signing

Steven J. Gelman

Signature

6/14/2000

Date

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

15

**COLLATERAL ASSIGNMENT
OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

This Collateral Assignment of Patents, Trademarks, Copyrights and Licenses ("Assignment") is made effective this 26TH day of February, 1999 among Strategic Diagnostics Inc. ("Assignor"), a Delaware corporation having a principal place of business at 111 Pencader Drive, Newark, Delaware 19702 and First Union National Bank ("Assignee"), a national bank having an address of 3 Beaver Valley Road, Wilmington, Delaware 19803.

WHEREAS Assignor has entered into a Loan and Security Agreement of even date herewith (the "Loan and Security Agreement") with Assignee;

WHEREAS the Loan Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in all of the properties described herein, namely Assignor's present and future patents, patent applications, patentable inventions, trademarks, trademark applications, trademark registrations, tradenames, trade dress, the goodwill associated with such trademarks, trade names and trade dress, licenses, copyrights, copyright applications and copyright registrations;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety. All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Collateral Assignment of Patents, Trademarks, Licenses and Copyrights.** To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement) and obligations of Assignor to Assignee under the Loan Agreement and all loan documents as defined therein (referred to collectively herein as "Obligations"), Assignor hereby grants, assigns and creates a security interest in favor of the Assignee as and by way of a mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an event of default (as defined in the Loan Agreement) in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

a. trademarks, whether registered or unregistered, trademark applications, trademark registrations, including renewals thereof, trade dress and tradenames, including, without limitation, the trademarks, trade dress and tradenames listed on Exhibit A, attached hereto; the goodwill of Assignor's business connected with and symbolized by said

trademarks, tradenames and trade dress; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Trademarks");

b. copyrights, copyright applications, and copyright registrations, including, without limitation, renewals thereof, listed on Exhibit B attached hereto; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Copyrights");

c. license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (hereinafter referred to collectively as "Licenses");

d. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit D attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Patents").

3. **Duties of Assignor.** Assignor shall have the duty to: (a) use for the duration of this Agreement proper notice in connection with its use of the Patents, Trademarks and Copyrights; (b) prosecute diligently any patent applications of the Patents, any trademark application of the Trademarks, and any copyright applications of the Copyrights pending as of the date hereof or thereafter until all Obligations are paid in full and the Loan Agreement terminated; (c) make application on patentable inventions, and to apply to register the Trademarks and Copyrights, as appropriate; and (d) preserve and maintain all rights in the Patents, Trademarks and Copyrights. All expenses incurred in connection with said applications and said maintenance shall be borne by the Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, without the prior written consent of Assignee. Any failure of Assignor to comply with the duties set forth in this **Paragraph 3** will be deemed an Event of Default under the Loan Agreement subject to the applicable cure periods therein.

4. **Restriction On Use, License and Transfer of Properties.** Unless and until there shall have occurred an event of default under the Loan Agreement, Assignee shall have no right

to use the Trademarks, Copyrights or Patents or issue any license thereunder, or assign or otherwise transfer title in said Trademarks, Copyrights, Patents or Licenses to anyone else.

5. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been paid and satisfied in full, Assignor will not, without the prior written consent of the Assignee, enter into any agreement or arrangement which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

6. **Warranty.** Assignor represents, warrants, and covenants that:

a. the Patents, Trademarks, Copyrights and Licenses are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

b. to the best of Assignor's knowledge, each of the Patents, Trademarks, Copyrights and Licenses is valid and enforceable;

c. to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Trademarks or Copyrights does or may violate the rights of any third persons;

d. that it has no notice of any suits or actions commenced or threatened against it with reference to the Patents, Trademarks, Copyrights, or Licenses and/or the interests granted therein;

e. that Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, shop rights and covenants by Assignor not to sue third parties; and

f. neither the making of this Assignment nor Assignor's performance hereunder requires the agreement or approval of any other person or any governmental authority or agency which has not been obtained.

7. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A-D hereto, constitute a complete list of all of the patents, trademarks and copyrights now owned by Assignor and licenses to which Assignor is now subject. If, before the Obligations shall have been satisfied in full, Assignor shall (a) obtain rights in and to any new patentable inventions, patent applications, patents, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations or licenses, or (b) become entitled to the

benefit of any patent, patent application, trademark, trademark application, trademark registration, trade dress, trade name, copyright, copyright application, copyright registration, or license, the provisions of **Paragraph 2** above shall automatically apply thereto. Assignor shall give to the Assignee written notice of any existing and new rights and/or benefits as described in this **Paragraph 7** but excluded from Exhibits A-D hereto not more than thirty (30) days after the date of this Assignment and at least semi-annually thereafter commencing with the semi-annual period ending June 30, 1999. Assignor hereby authorizes the Assignee to modify this Assignment by amending Exhibit A, Exhibit B, Exhibit C and/or Exhibit D, as applicable, to include any patents, patent applications, trademarks, trademark applications, trade registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations presently owned by Assignor but not included on Exhibits A-D hereto and for any of Assignor's future patents, patent applications, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations.

8. **Events of Default.** This Assignment is subject to the terms and conditions of the Loan Agreement, and default (or the occurrence of an Event of Default) hereunder with respect to Assignor shall constitute a default (or Event of Default) under the Loan Agreement and all agreements between Assignor and Assignee unless cured within the applicable cure period set forth in the Loan Agreement. In addition, Assignor shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Event of Default"):

- a. if any material representation or warranty contained herein shall prove to have been, when made, materially false, inaccurate, or misleading;
- b. if Assignor materially breaches any material covenant or obligation contained herein; or
- c. if a default (or Event of Default) occurs under the Loan Agreement.

9. **Foreclosure.** Upon the occurrence of an event of default under the Loan Agreement, Assignee, as holder of a security interest, may take such action as is permitted by law, in Assignee's sole discretion, to foreclose upon said intellectual property. For such purposes, and in the event of default under the Loan Agreement, Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (1) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to use the Patents, Trademarks and Copyrights, or (2) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as the Assignee deem in the best interest of the Assignee; or (3) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to anyone, or (4) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone. Assignee hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be

irrevocable until the Obligations shall have been paid in full and the Loan Agreement shall have been terminated.

10. **Reassignment to Assignor.** This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and/or other instruments as may be necessary to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

11. **Assignee' Right to Sue.** Following an Event of Default under the Loan Agreement, Assignee shall have the right, but shall in no way be obligated, to bring suit in Assignee' own name or the name of Assignee' agent to enforce the Licenses, Patents, Trademarks and/or Copyrights, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of their rights under this **Paragraph 11.**

12. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless against any claim for damages, including reasonable attorneys' fees, in the event that Assignee is implicated in any action or suit between Assignor and a third party involving the use of any of the Patents, Trademarks and/or Copyrights or involving any of the Licenses, or in any action which relates in any way to the Patents, Trademarks, Copyrights and/or Licenses.

13. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Paragraph 7** hereof, or by a writing signed by the parties hereto.

16. **Cumulative Remedies; Effect on Loan Agreement.** All of Assignee' rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established

hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, their nominees and assigns.

18. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

19. **Further Assurances.** Assignor agrees to execute any documents which are or may be required in order to perfect the recordation of this Assignment, including the Assignment as amended pursuant to **Paragraph 7**, in the United States Patent and Trademark Office, the United States Copyright Office and in the records of such states as are appropriate under the provisions of the Uniform Commercial Code without compensation from Assignee.

[Remainder of page intentionally left blank.]

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

(Corporate Seal)

STRATEGIC DIAGNOSTICS INC.

Attest:

By Martha C. Reider
Name: Martha Reider
Title: Secretary

By Arthur A. Koch, Jr.
Name: Arthur A. Koch, Jr.
Title: Chief Operating Officer

FIRST UNION NATIONAL BANK

By James Gise
James Gise
Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

On this, the 26th day of February, 1999, before me, a Notary Public, the undersigned officer, personally appeared Arthur A. Koch, Jr. who, in due form and according to law was deposed and said that he is the Chief Operating Officer of Strategic Diagnostics Inc., a Delaware corporation; that he, being duly authorized, duly executed the foregoing instrument on behalf of said corporation for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Patricia A. Slaweki
Notary Public

My Commission Expires:

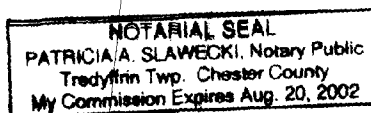


EXHIBIT A

TRADEMARKS

See attached.

EXHIBIT A
TRADEMARKS

GMO (and Design)	75/574,952
SDI (and Design)	1,978,330
RAPIDCHEK	2,017,074
MACRA	2,200,023
MACRA	1,924,948
D TECH ENVIRONMENTAL DETECTION SYSTEM (and Design)	1,856,130
D TECH	1,865,106
RAPIDCHEK	1,550,643

EXHIBIT B

COPYRIGHTS

None.

EXHIBIT C

LICENSES

None.

EXHIBIT D

PATENTS/PATENT APPLICATIONS

Sulfate Reducing Bacteria Determination and Control	4,999,286
Fungus Extraction Method and Kit	5,558,996
Dual Particle Immunoassay Method and Kit	08/999,739
Reagents, Methods and Kits for Detecting Trichloroethylene and Perchloroethylene	08/652,643
Indirect Label Assay Device for Detecting Small Molecules and Method of Use Thereof	5,874,216
Monoclonal Antibodies for Detection of Water Treatment Polymers	08/506,793
Method for Determination of Water Treatment Polymers	08/296,272

EXHIBIT D

PATENTS

See attached.

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