



To the Honorable Commissioner of Patents and Trademarks: Please record the attached...

102634046

1. Name of conveying party(ies): JP Morgan Chase Bank
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Deutsche Bank AG, New York Branch
Internal c/o Deutsche Bank Leveraged
Address: Loan Portfolio
Street Address: 60 Wall Street, 43rd fl
City: New York State: NY Zip: 10005
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 3, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE A
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Johanna Schmitt, Esq.
Internal Address: O'Melveny & Myers LLP
Street Address: 153 East 53rd Street
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 276
7. Total fee (37 CFR 3.41) \$ 6,915.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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.
Johanna Schmitt
Name of Person Signing
Signature
Date: 12/9/2003

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

12/29/2003 LUNELLER 00000257 74231168

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

01 FC:8521
02 FC:8522

40.00 DP
6875.00 DP

SCHEDULE A

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------|-------------------------|------------|------------|------------|-----------|------------|---------|
| UNITED STATES | | | | | | | |
| 006-0024 | ACCUCAL | 12/13/1991 | 74/231,168 | 3/7/1995 | 1,882,815 | REGISTERED | 09 |
| 006-0025 | ACORN | 11/17/1998 | 75/590,099 | 1/11/2000 | 2,307,462 | REGISTERED | 09 |
| 006-0027 | AIR ADMIRAL | 10/25/1995 | 75/010,321 | 1/5/1999 | 2,216,603 | REGISTERED | 07 |
| 006-0029 | AIR CADET | 6/17/1976 | 73/090,738 | 5/10/1977 | 1,065,186 | REGISTERED | 07 |
| 006-0031 | B/T | 8/18/1995 | 74/717,489 | 3/31/1998 | 2,148,067 | REGISTERED | 07,17 |
| 008-0067 | CL | 1/29/1996 | 75/049,370 | 12/17/1996 | 2,023,981 | REGISTERED | 07,09 |
| 006-0274 | CALIMAT | 11/13/2001 | 76/337,022 | | | ALLOWED | 09 |
| 006-0078 | CHEMCADET | 5/8/1978 | 73/169,385 | 3/20/1979 | 1,115,205 | REGISTERED | 09 |
| 006-0069 | CHEMPETTE | 2/7/1980 | 73/249,160 | 6/30/1981 | 1,158,965 | REGISTERED | 09 |
| 006-0104 | COLE-PARMER | 11/23/1984 | 73/510,152 | 6/25/1985 | 1,344,114 | REGISTERED | 09 |
| 008-0107 | COLE-PARMER | 10/25/1985 | 73/565,043 | 7/15/1986 | 1,400,994 | REGISTERED | 09 |
| 006-0109 | COMPULAB | 10/16/1997 | 75/374,003 | 2/9/1999 | 2,222,515 | REGISTERED | 09 |
| 006-0064 | C-P & DESIGN | 11/1/1985 | 73/566,450 | 7/22/1986 | 1,401,944 | REGISTERED | 09 |
| 006-0065 | C-P FACTS-ON-DEMAND | 10/16/1997 | 75/373,898 | 3/9/1999 | 2,230,313 | REGISTERED | 35 |
| 006-0288 | DESIGN (MANOSTAT DIVER) | 4/2/1984 | 73/473,361 | 6/18/1985 | 1,342,221 | REGISTERED | 09 |
| 006-0112 | DIGI-SENSE | 4/19/1976 | 73/084,459 | 11/30/1976 | 1,053,576 | REGISTERED | 09 |
| 006-0114 | DIGI-STALTIC | 1/24/1985 | 73/519,051 | 8/13/1985 | 1,353,821 | REGISTERED | 09 |
| 006-0115 | DISS-WASHER | 11/1/1996 | 75/191,341 | 12/26/2000 | 2,416,042 | REGISTERED | 07 |
| 006-0117 | DUAL J-T-E-K | 1/5/1996 | 75/040,917 | 10/28/1997 | 2,109,706 | REGISTERED | 09 |
| 006-0119 | DUALOGR | 1/5/1996 | 75/040,923 | 10/14/1997 | 2,105,849 | REGISTERED | 09 |
| 006-0126 | EASY-LOAD | 3/9/1990 | 74/036,257 | 6/18/1991 | 1,648,479 | REGISTERED | 07,09 |
| 006-0128 | FOODTECH SOURCE | 10/10/1997 | 75/371,776 | 11/2/1999 | 2,290,483 | REGISTERED | 16 |
| 006-0130 | GI & DESIGN | 1/14/1980 | 73/245,843 | 8/25/1981 | 1,166,292 | REGISTERED | 09 |
| 006-0132 | GILMONT | 1/14/1980 | 73/245,844 | 10/20/1981 | 1,173,981 | REGISTERED | 09 |
| 006-0134 | IP | 7/5/1995 | 74/697,469 | 7/29/1997 | 2,084,577 | REGISTERED | 07,17 |
| 006-0135 | INDUSTRIAL ADVANTAGE | 6/11/1999 | 75/726,676 | 5/28/2002 | 2,574,179 | REGISTERED | 16 |
| 006-0136 | INFRAPRO | 10/17/1994 | 74/586,257 | 10/10/1995 | 1,925,245 | REGISTERED | 09 |
| 006-0138 | JIFFY-JACK | 9/21/1970 | 72/371,202 | 11/2/1971 | 923,201 | REGISTERED | 09 |
| 006-0323 | KATE | 1/20/1995 | 74/623,904 | 8/13/1996 | 1,992,593 | REGISTERED | 09 |
| 006-0140 | L/S | 6/30/1995 | 74/695,432 | 11/25/1997 | 2,115,004 | REGISTERED | 09,10 |
| 006-0141 | LAB WAREHOUSE | 2/18/1999 | 75/642,504 | 9/12/2000 | 2,386,507 | REGISTERED | 16 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------------------|--|------------|------------|------------|-----------|------------|---------|
| UNITED STATES continued . . . | | | | | | | |
| 6006-0143 | LIQUI-SENSE | 10/7/1994 | 74/583,584 | 10/3/1995 | 1,923,485 | REGISTERED | 09 |
| 6006-0144 | LIVE WIRES & DESIGN | 7/22/1985 | 73/549,407 | 9/9/1986 | 1,408,429 | REGISTERED | 16 |
| 6006-0295 | MANOSTAT | 1/12/1976 | 73/074,041 | 11/9/1976 | 1,052,318 | REGISTERED | 09 |
| 6006-0287 | MANOSTAT & DESIGN | 4/2/1984 | 73/473,364 | 6/18/1985 | 1,342,222 | REGISTERED | 09 |
| 6006-0164 | MASTERFLEX | 3/30/1966 | 72/242,217 | 5/16/1967 | 828,794 | REGISTERED | 07 |
| 6006-0165 | MASTERFLEX | 6/20/1985 | 73/544,135 | 6/24/1986 | 1,398,521 | REGISTERED | 17 |
| 6006-0166 | MICRO-V | 9/27/1965 | 72/228,640 | 1/24/1967 | 822,747 | REGISTERED | 09 |
| 6006-0286 | MINISTALTIC | 2/1/1965 | 72/211,062 | 3/29/1966 | 806,341 | REGISTERED | 07 |
| 6006-0168 | MONO-MOLD | 9/27/1965 | 72/228,638 | 3/8/1966 | 805,158 | REGISTERED | 09 |
| 6006-0175 | OAKTON | 4/4/1990 | 74/045,703 | 6/9/1992 | 1,692,543 | REGISTERED | 09 |
| 6006-0176 | ORPTESTR | 6/6/1997 | 75/305,036 | 10/13/1998 | 2,195,176 | REGISTERED | 09 |
| 6006-0178 | PH WAND | 3/29/1993 | 74/372,417 | 12/13/1994 | 1,866,778 | REGISTERED | 09 |
| 6006-0298 | PH WAND | 2/13/1985 | 73/522,164 | 7/22/1986 | 1,402,637 | REGISTERED | 09 |
| 6006-0180 | PHTESTR | 6/7/1999 | 75/722,880 | 1/23/2001 | 2,422,829 | REGISTERED | 09 |
| 6006-0181 | PILOT BOX | 9/27/1965 | 72/228,637 | 2/21/1967 | 824,371 | REGISTERED | 09 |
| 6006-0182 | PILOT STRIP | 9/27/1965 | 72/228,636 | 2/21/1967 | 824,370 | REGISTERED | 09 |
| 6006-0183 | POLYSTAT | 5/1/1986 | 73/596,262 | 5/26/1987 | 1,440,496 | REGISTERED | 09 |
| 6006-0290 | PRESTON | 1/20/1995 | 74/623,902 | 12/19/1995 | 1,942,787 | REGISTERED | 09 |
| 6006-0185 | PRO-SPENSE | 7/23/1993 | 74/415,930 | 5/17/1994 | 1,836,653 | REGISTERED | 09 |
| 6006-0188 | QUICK LOAD | 5/21/1999 | 75/711,651 | 3/28/2000 | 2,335,975 | REGISTERED | 07,09 |
| 6006-0189 | QUICK LOAD | 5/22/1980 | 73/263,155 | 11/17/1981 | 1,178,682 | REGISTERED | 07,09 |
| 6006-0191 | RAMP CLAMP | 6/5/1986 | 73/602,429 | 8/4/1987 | 1,450,340 | REGISTERED | 06 |
| 6006-0193 | RAPID-LOAD | 8/10/1990 | 74/086,648 | 11/24/1992 | 1,735,566 | REGISTERED | 07,09 |
| 6006-0195 | ROTO-TORQUE | 2/21/1997 | 75/245,342 | 3/10/1998 | 2,142,535 | REGISTERED | 09 |
| 6006-0196 | SCIENCE NOTIONS | 5/13/1997 | 75/291,459 | 5/4/1999 | 2,242,428 | REGISTERED | 16 |
| 6006-0197 | SCIENCE SHOWCASE | 11/15/1996 | 75/198,436 | 11/18/1997 | 2,114,121 | REGISTERED | 16 |
| 6006-0198 | SCIENCE SPECIALTIES | 7/21/1975 | 73/058,203 | 11/2/1976 | 1,051,818 | REGISTERED | 16 |
| 6006-0199 | SETTING THE STANDARD, AGAIN AND AGAIN | 6/7/1999 | 75/722,817 | 1/15/2002 | 2,530,847 | REGISTERED | 09,16 |
| 6006-0302 | SIMON | 1/20/1995 | 74/623,671 | 12/26/1995 | 1,944,113 | REGISTERED | 09 |
| 6006-0200 | SINGLES | 3/11/1999 | 75/658,533 | 2/6/2001 | 2,426,184 | REGISTERED | 09 |
| 6006-0202 | SLIM-LINE | 11/19/1984 | 73/509,332 | 7/2/1985 | 1,345,859 | REGISTERED | 09 |
| 6006-0203 | SPINCADET | 5/29/1986 | 73/601,198 | 1/6/1987 | 1,423,710 | REGISTERED | 09 |
| 6006-0204 | STABLETEMP | 3/3/1998 | 75/443,934 | 11/30/1999 | 2,296,874 | REGISTERED | 09 |
| 6006-0206 | STIR-PAK | 11/21/1974 | 73/037,750 | 9/9/1975 | 1,019,887 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|-----------------------------------|-----------|------------|------------|-----------|------------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 36006-0207 | TDSTESTR | 6/7/1999 | 75/722,879 | 3/13/2001 | 2,434,682 | REGISTERED | 09 |
| 36006-0209 | TECH BOARD | 9/26/1995 | 74/734,634 | 6/24/1997 | 2,074,431 | REGISTERED | 16 |
| 36006-0210 | TEMPCAT | 9/26/1995 | 74/734,624 | 6/17/1997 | 2,072,626 | REGISTERED | 16 |
| 36006-0212 | TEMPTESTR & DESIGN | 7/26/1991 | 74/188,608 | 3/9/1993 | 1,757,576 | REGISTERED | 09 |
| 36006-0186 | THE PROTECTION ZONE | 5/14/1998 | 75/485,354 | 11/16/1999 | 2,293,652 | REGISTERED | 16 |
| 36006-0213 | TIMESPENSE & DESIGN (STYLIZED) | 4/11/1991 | 74/156,120 | 11/17/1992 | 1,733,977 | REGISTERED | 09 |
| 36006-0214 | TORBEO | 3/23/1998 | 75/454,460 | 5/18/1999 | 2,246,006 | REGISTERED | 09 |
| 36006-0217 | TRI-SENSE | 2/25/1991 | 74/141,634 | 11/19/1991 | 1,664,911 | REGISTERED | 09 |
| 36006-0289 | VARISTALTIC | 5/4/1964 | 72/192,606 | 2/23/1965 | 785,561 | REGISTERED | 07 |
| 360L 19 | VELA | 8/18/1995 | 74/718,194 | 11/25/1997 | 2,116,676 | REGISTERED | 09,11 |
| 36006-0301 | VERA | 1/20/1995 | 74/623,903 | 12/26/1995 | 1,944,118 | REGISTERED | 09 |
| 66006-0220 | WEIGH YOUR OPTIONS | 1/10/1997 | 75/223,834 | 1/13/1998 | 2,128,859 | REGISTERED | 16 |

END OF REPORT

TOTAL ITEMS SELECTED = 226

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------|-----------------------------|------------|------------|------------|-----------|------------|---------|
| UNITED STATES | | | | | | | |
| 65791-0039 | ACCENT | 3/14/2002 | 76/385,554 | | | PENDING | 20 |
| 65791-0026 | CONCEPT | 9/7/2001 | 76/310,342 | | | PENDING | 09 |
| 65791-0041 | DIRECTED AIRFLOW TECHNOLOGY | 12/20/2001 | 76/351,295 | | | PENDING | 11 |
| 65791-0002 | ECLIPSE | 11/6/2000 | 76/160,110 | | | PENDING | 09 |
| 65791-0032 | EPOXYN | 3/15/1979 | 73/207,394 | 4/7/1981 | 1,150,296 | REGISTERED | 09 |
| 65791-0085 | FISHER HAMILTON | 5/31/2002 | 76/414,300 | | | PENDING | 009 |
| 65791-0014 | HAMILTON | 1/15/1943 | 71/457,934 | 6/6/1944 | 407,400 | REGISTERED | 20 |
| 65791-0004 | HAMILTON | 10/14/1964 | 72,203,966 | 1/11/1966 | 801,856 | REGISTERED | 20 |
| 65791-0006 | HAMILTON | 5/20/1968 | 72,298,596 | 7/1/1969 | 872,108 | REGISTERED | 16 |
| 65791-0086 | HORIZON | 4/16/2002 | 76/396,590 | | | PENDING | 09 |
| 65791-0019 | INFO-BANK | 12/16/1992 | 74/342,127 | 8/17/1993 | 1,788,131 | REGISTERED | 16 |
| 65791-0040 | LABWORKS | 11/12/2001 | 76/338,074 | | | PENDING | 9 |
| 65791-0017 | MAX/LAB | 10/11/1988 | 73/756,976 | 10/31/1989 | 1,563,402 | REGISTERED | 20 |
| 65791-0071 | MAX/MOBILE | 12/19/2001 | 76/350,931 | | | ALLOWED | 20 |
| 65791-0088 | MAX/WALL | 5/7/2002 | 76/404,466 | | | PENDING | 09 |
| 65791-0013 | NO EQUAL | 5/3/1994 | 74/519,801 | 5/16/1995 | 1,894,094 | REGISTERED | 16 |
| 65791-0030 | PIONEER | 9/7/2001 | 76/310,343 | | | PENDING | 09 |
| 65791-0089 | PRESTIGE | 5/24/2002 | 76/412,064 | | | PENDING | 009 |
| 65791-0093 | REGENCY | 12/16/2002 | 78/194,928 | | | PENDING | 09 |
| 65791-0016 | SAFEAIRE | 4/3/1987 | 73/652,903 | 10/27/1987 | 1,462,649 | REGISTERED | 09 |
| 65791-0092 | TRADITION | 12/16/2002 | 78/194,929 | | | PENDING | 09 |

END OF REPORT

TOTAL ITEMS SELECTED = 60

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------|-----------------------|------------|------------|------------|-----------|------------|---------|
| UNITED STATES | | | | | | | |
| 65123-2025 | 1st CHOICE & DESIGN | 8/17/2001 | 76/301,210 | | | PENDING | 35,42 |
| 65123-0003 | ACCUFET | 5/22/1995 | 74/678,880 | 2/6/1996 | 1,955,202 | REGISTERED | 09 |
| 65123-0004 | ACCUMET | 2/9/1965 | 72/211,641 | 11/9/1965 | 798,532 | REGISTERED | 09 |
| 65123-0005 | ACCUMET | 3/24/1994 | 74/504,723 | 4/18/1995 | 1,889,733 | REGISTERED | 09 |
| 65123-0002 | ACCU-PHAST & DESIGN | 9/15/1986 | 73/619,690 | 6/30/1987 | 1,444,974 | REGISTERED | 09 |
| 65123-2066 | ACCUSERIES | 11/26/2002 | 78/189,199 | | | PENDING | 09 |
| 65123-0006 | ACCUTUPH | 10/23/1996 | 75/186,597 | 10/21/1997 | 2,107,131 | REGISTERED | 09 |
| 65123-1192 | ACROSEAL | 10/30/2000 | 76/156,431 | 8/27/2002 | 2,611,820 | REGISTERED | 01 |
| 65123-0014 | BIOTRACK | 4/15/1987 | 73/655,296 | 11/17/1987 | 1,465,434 | REGISTERED | 16 |
| 65123-0244 | BLOOD DROP & DESIGN | 3/4/1991 | 74/144,104 | 4/7/1992 | 1,681,751 | REGISTERED | 05 |
| 65123-0015 | BOILEEZERS & DESIGN | 3/8/1944 | 71/468,073 | 8/1/1944 | 408,304 | REGISTERED | 01 |
| 65123-0016 | CADCORNER | 11/23/1988 | 73/765,426 | 7/25/1989 | 1,549,199 | REGISTERED | 20 |
| 65123-0017 | CAL-EX | 2/8/1991 | 74/137,358 | 5/12/1992 | 1,685,888 | REGISTERED | 01 |
| 65123-0018 | CASTALOY | 10/31/1958 | 72/061,705 | 8/18/1959 | 683,653 | REGISTERED | 09 |
| 65123-0022 | CENTRIFIC | 1/10/1979 | 73/199,560 | 12/9/1980 | 1,142,340 | REGISTERED | 09 |
| 65123-0023 | CHEMALERT | 9/15/1986 | 73/619,709 | 5/17/1988 | 1,488,013 | REGISTERED | 01 |
| 65123-0881 | CHEMEXPRESS | 12/6/1996 | 75/222,389 | 1/27/1998 | 2,132,345 | REGISTERED | 09 |
| 65123-0177 | CHEMGUARD | 9/8/1987 | 73/682,783 | 8/2/1988 | 1,498,195 | REGISTERED | 01 |
| 65123-0178 | CHEMPURE | 10/20/1986 | 73/626,069 | 7/21/1987 | 1,448,040 | REGISTERED | 01 |
| 65123-0025 | CHROMATIC | 5/26/1982 | 73/366,672 | 4/12/1983 | 1,234,439 | REGISTERED | 09 |
| 65123-0026 | CHROMOSCREEN | 1/30/1995 | 74/627,561 | 1/14/1997 | 2,030,855 | REGISTERED | 05 |
| 65123-0184 | CMS INTERACT & DESIGN | 7/28/1980 | 73/272,050 | 7/19/1983 | 1,245,953 | REGISTERED | 35 |
| 65123-0187 | CONCURTRAK & DESIGN | 3/28/1996 | 75/079,930 | 12/30/1997 | 2,126,173 | REGISTERED | 09 |
| 65123-0032 | CYTOPREP | 1/28/1991 | 74/134,333 | 12/24/1991 | 1,669,115 | REGISTERED | 05 |
| 65123-0033 | DECISLIDE | 3/25/1991 | 74/150,538 | 3/31/1992 | 1,681,087 | REGISTERED | 10 |
| 65123-0034 | DESICOOLER | 3/4/1966 | 72/240,164 | 6/6/1967 | 829,758 | REGISTERED | 09 |
| 65123-0189 | DEXICOLA | 12/7/1964 | 72/207,561 | 9/7/1965 | 795,487 | REGISTERED | 05 |
| 65123-0035 | DILUMAT | 4/2/1976 | 73/082,520 | 10/12/1976 | 1,049,976 | REGISTERED | 09 |
| 65123-0036 | DYNA-MIX | 3/1/1966 | 72/239,890 | 5/2/1967 | 828,203 | REGISTERED | 09 |
| 65123-0893 | ENVIROTRACK | 8/11/1997 | 75/339,177 | 9/8/1998 | 2,187,682 | REGISTERED | 16 |

Trademark Report by Country

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|--|------------|------------|------------|-----------|------------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 65123-0037 | ENVIROWARE | 6/7/1993 | 74/398,737 | 2/22/1994 | 1,822,530 | REGISTERED | 09 |
| 65123-0040 | EQUAFUGE | 4/27/1995 | 74/666,846 | 12/10/1996 | 2,022,580 | REGISTERED | 09 |
| 65123-0192 | EQUATHERM | 2/29/1984 | 73/467,996 | 8/20/1985 | 1,355,028 | REGISTERED | 09 |
| 65123-0041 | EXCEL | 2/3/1992 | 74/242,574 | 12/22/1992 | 1,741,116 | REGISTERED | 10 |
| 65123-0042 | EXCEL & DESIGN | 2/27/1992 | 74/250,333 | 6/22/1993 | 1,777,752 | REGISTERED | 10 |
| 65123-1209 | F & DESIGN (5 CIRCLES) | 12/27/2001 | 76/353,261 | | | ALLOWED | 35 |
| 65123-0049 | F DESIGN (13 CIRCLES) | 9/30/1959 | 72/082,419 | 4/4/1961 | 713,336 | REGISTERED | 01 |
| 65123-0050 | F DESIGN (13 CIRCLES) | 9/30/1959 | 72/082,414 | 7/26/1960 | 701,795 | REGISTERED | 09 |
| 65123-0204 | F FISHER HEALTHCARE & DESIGN | 10/18/2001 | 76/326,908 | 10/29/2002 | 2,642,545 | REGISTERED | 35 |
| 65123-0043 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/3/1995 | 75/018,788 | 6/1/1999 | 2,249,881 | REGISTERED | 09 |
| 65123-0044 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/3/1995 | 75/018,879 | 12/23/1997 | 2,124,212 | REGISTERED | 01 |
| 65123-0045 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/3/1995 | 75/018,876 | 7/1/1997 | 2,076,381 | REGISTERED | 42 |
| 65123-0046 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 11/3/1995 | 75/018,880 | 6/1/1999 | 2,249,882 | REGISTERED | 09 |
| 65123-0047 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 11/3/1995 | 75/018,881 | 4/14/1998 | 2,150,026 | REGISTERED | 35 |
| 65123-1091 | F FISHER SCIENTIFIC & DESIGN (DIV of 75/018,788; | 11/3/1995 | 75/977,721 | 12/15/1998 | 2,211,933 | REGISTERED | 009 |
| 65123-0052 | FILTRATOR | 2/25/1942 | 71/451,201 | 8/18/1942 | 397,096 | REGISTERED | 11 |
| 65123-1198 | FISHER | 1/23/2001 | 76/198,301 | | | ALLOWED | 42 |
| 65123-1095 | FISHER 1ST CHOICE | 12/4/1998 | 75/599,893 | 10/8/2002 | 2,632,124 | REGISTERED | 035 |
| 65123-1207 | FISHER BIOBLOCK SCIENTIFIC | 6/20/2001 | 76/274,061 | | | PENDING | 35 |
| 65123-1197 | FISHER CLINICAL SERVICES | 1/23/2001 | 76/198,300 | | | ALLOWED | 42 |
| 65123-1211 | FISHER DIAGNOSTICS (Re-file) | 3/18/2002 | 76/382,823 | | | PENDING | 005 |
| 65123-1115 | FISHER FACULTY | 1/19/1999 | 75/622,651 | 8/6/2002 | 2,605,151 | REGISTERED | 35 |
| 65123-0209 | FISHER HEALTHCARE | 10/18/2001 | 76/326,907 | 10/22/2002 | 2,639,181 | REGISTERED | 35 |
| 65123-1951 | FISHER SAFETY | 6/9/2000 | 76/067,829 | 4/9/2002 | 2,558,059 | REGISTERED | 35 |
| 65123-1962 | FISHER SCIENCE EDUCATION | 6/9/2000 | 76/067,828 | 7/30/2002 | 2,600,180 | REGISTERED | 09,35 |
| 65123-0059 | FISHERBIOTECH | 4/15/1987 | 73/655,297 | 12/15/1987 | 1,468,711 | REGISTERED | 01 |
| 65123-1993 | FISHERBIOTECH | 3/30/2001 | 76/233,574 | 4/16/2002 | 2,561,643 | REGISTERED | 09 |
| 65123-2048 | FISHERBRAND | 3/22/2002 | 76/386,200 | | | PENDING | 001 |
| 65123-2049 | FISHERBRAND | 3/22/2002 | 76/386,202 | | | PENDING | 009,25 |
| 65123-0061 | FISHERBRAND & DESIGN | 3/17/1995 | 74/648,368 | 2/6/1996 | 1,954,913 | REGISTERED | 09 |
| 65123-0060 | FISHERBRAND & DESIGN | 10/3/1966 | 72/255,608 | 7/14/1969 | 863,503 | REGISTERED | 09 |
| 65123-0062 | FISHERFINEST | 5/18/1983 | 73/426,396 | 8/14/1984 | 1,289,922 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|--------------------------|------------|------------|------------|-----------|------------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 65123-0055 | FISHERPAK | 6/19/1995 | 74/699,601 | 9/24/1996 | 2,002,650 | REGISTERED | 01 |
| 65123-1190 | FISHERSEAL | 11/10/2000 | 76/162,763 | 5/14/2002 | 2,569,659 | REGISTERED | 01 |
| 65123-1971 | FISHERTRAINER | 10/26/2000 | 76/154,180 | 5/21/2002 | 2,571,082 | REGISTERED | 41 |
| 65123-0063 | FL-70 | 2/23/1966 | 72/239,397 | 1/9/1968 | 842,220 | REGISTERED | 03 |
| 65123-0064 | FLEXAFRAME & DESIGN | 10/23/1937 | 71/398,842 | 4/19/1938 | 356,213 | REGISTERED | 06 |
| 65123-0195 | FLEXALAB | 11/20/1989 | 74/003,925 | 3/5/1991 | 1,636,923 | REGISTERED | 20 |
| 65123-0756 | FOODTRACK | 8/11/1997 | 75/339,184 | 9/8/1998 | 2,187,683 | REGISTERED | 16 |
| 65123-0065 | FORMALDE-FRESH | 3/5/1979 | 73/206,084 | 8/12/1980 | 1,138,536 | REGISTERED | 01 |
| 65123-0068 | GAMAL & DESIGN | 11/20/1942 | 71/456,939 | 5/4/1943 | 401,261 | REGISTERED | 01 |
| 65123-0198 | GAS STATION | 6/23/1986 | 73/605,646 | 3/10/1987 | 1,431,695 | REGISTERED | 05 |
| 65123-1954 | GASTRAK | 6/9/2000 | 76/068,292 | 6/26/2001 | 2,463,933 | REGISTERED | 001 |
| 65123-0200 | GASTRAK & DESIGN | 2/25/1980 | 73/251,174 | 10/20/1981 | 1,173,772 | REGISTERED | 01 |
| 65123-0069 | GC RESOLV | 4/21/1995 | 74/667,144 | 6/18/1996 | 1,980,855 | REGISTERED | 01 |
| 65123-0149 | GFSI | 8/13/1998 | 75/537,184 | 1/2/2001 | 2,418,051 | REGISTERED | 35 |
| 65123-0196 | GFSI & DESIGN | 8/13/1998 | 75,537,185 | 1/2/2001 | 2,418,052 | REGISTERED | 35 |
| 65123-0249 | GLYCOSCREEN | 10/15/1987 | 73/689,691 | 6/21/1988 | 1,492,878 | REGISTERED | 05 |
| 65123-0071 | GRAM & DESIGN | 6/22/1981 | 73/315,811 | 8/17/1982 | 1,205,267 | REGISTERED | 09 |
| 65123-0072 | GRAM-PAC | 6/21/1961 | 72/122,584 | 4/24/1962 | 730,263 | REGISTERED | 00,01 |
| 65123-0202 | HEMA 3 | 2/29/1984 | 73/467,951 | 6/11/1985 | 1,339,858 | REGISTERED | 01 |
| 65123-0242 | HEMAQUIK | 6/22/1981 | 73/316,003 | 1/4/1983 | 1,222,245 | REGISTERED | 01 |
| 65123-0074 | HEMASPRAY & DESIGN | 10/14/1993 | 74/447,022 | 9/19/1995 | 1,920,676 | REGISTERED | 05 |
| 65123-0079 | HISTO PREP | 11/10/1981 | 73/336,579 | 12/21/1982 | 1,220,682 | REGISTERED | 09 |
| 65123-0083 | ISOLON | 12/6/1990 | 74/121,203 | 11/5/1991 | 1,663,303 | REGISTERED | 09 |
| 65123-0084 | ISOTEMP | 10/22/1942 | 71/456,334 | 3/16/1943 | 400,534 | REGISTERED | 09 |
| 65123-0085 | ISOTEMP | 10/15/1992 | 74/322,484 | 7/13/1993 | 1,781,204 | REGISTERED | 09 |
| 65123-0205 | ISOVETTE | 1/25/1984 | 73/462,473 | 6/11/1985 | 1,339,856 | REGISTERED | 01 |
| 65123-0086 | JET-CLEAN | 1/27/1983 | 73/411,151 | 3/20/1984 | 1,270,504 | REGISTERED | 03 |
| 65123-0251 | KONTACT | 11/1/1984 | 73/506,608 | 1/21/1986 | 1,378,698 | REGISTERED | 01 |
| 65123-0087 | LAB PRODUCTS AT A GLANCE | 4/26/1995 | 74/667,635 | 8/13/1996 | 1,992,866 | REGISTERED | 16 |
| 65123-0088 | LAB REPORTER | 4/24/1995 | 74/673,174 | 2/4/1997 | 2,034,907 | REGISTERED | 16 |
| 65123-0206 | LABCRAFT | 2/5/1986 | 73/581,362 | 7/7/1987 | 1,446,042 | REGISTERED | 09 |
| 65123-2024 | LABPLACE | 8/14/2001 | 76/299,811 | | | ALLOWED | 42,35 |
| 65123-0208 | LABPLAN | 4/19/1985 | 73/532,972 | 11/5/1985 | 1,368,778 | REGISTERED | 09 |
| 65123-0091 | LAB-RANGER | 5/2/1983 | 73/424,101 | 6/12/1984 | 1,281,465 | REGISTERED | 12 |
| 65123-0210 | LYTE-TRAK & DESIGN | 3/5/1984 | 73/468,551 | 1/15/1985 | 1,314,170 | REGISTERED | 01 |
| 65123-0895 | MARATHON | 10/2/1997 | 75/366,879 | 11/3/1998 | 2,201,420 | REGISTERED | 09 |
| 65123-0097 | MAXIMA | 7/6/1987 | 73/670,436 | 2/23/1988 | 1,477,507 | REGISTERED | 09 |
| 65123-1216 | MEDIA MISER | 6/17/2002 | 78/136,259 | | | PENDING | 9 |
| 65123-0099 | METAB | 7/5/1961 | 72/123,416 | 5/15/1962 | 731,352 | REGISTERED | 01 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|--|------------|------------|------------|-----------|------------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 65123-0100 | MICROMASTER | 9/28/1982 | 73/390,742 | 10/4/1983 | 1,252,828 | REGISTERED | 09 |
| 65123-0101 | MICROMASTER & DESIGN | 9/28/1982 | 73/390,743 | 10/4/1983 | 1,252,829 | REGISTERED | 09 |
| 65123-0102 | MICROPROBE | 2/28/1975 | 73/045,441 | 5/25/1976 | 1,040,061 | REGISTERED | 10 |
| 65123-0103 | MICROPROBE | 11/7/1990 | 74/113,260 | 9/24/1991 | 1,658,137 | REGISTERED | 10 |
| 65123-0108 | OMNI SETTE | 11/23/1981 | 73/338,417 | 11/30/1982 | 1,218,238 | REGISTERED | 09 |
| 65123-1189 | OPTIDRY | 10/30/2000 | 76/156,432 | 8/27/2002 | 2,611,821 | REGISTERED | 01 |
| 65123-0109 | OPTIMA | 1/6/1989 | 73/773,251 | 10/31/1989 | 1,562,893 | REGISTERED | 01 |
| 65123-0253 | PACIFIC HEMOSTASIS | 3/4/1991 | 74/143,823 | 1/14/1992 | 1,671,577 | REGISTERED | 05 |
| 65123-0254 | PACIFIC HEMOSTASIS & | 3/4/1991 | 74/143,824 | 1/14/1992 | 1,671,578 | REGISTERED | 05 |
| 65123-0111 | PEAK-O-GRAM | 1/9/1989 | 73/773,564 | 9/5/1989 | 1,554,670 | REGISTERED | 16 |
| 65123-0112 | PERMAS & DESIGN | 2/25/1942 | 71/451,202 | 7/21/1942 | 396,513 | REGISTERED | 09 |
| 65123-0113 | PERMOUNT | 5/5/1980 | 73/260,830 | 11/10/1981 | 1,176,724 | REGISTERED | 01 |
| 65123-0114 | PESCO | 11/23/1962 | 72/157,841 | 9/17/1963 | 756,949 | REGISTERED | 09 |
| 65123-0116 | PFEIFFER GLASS | 12/12/1994 | 74/609,396 | 12/26/1995 | 1,943,933 | REGISTERED | 09 |
| 65123-0118 | PHFFT | 2/20/1987 | 73/645,674 | 9/22/1987 | 1,457,934 | REGISTERED | 03 |
| 65123-0119 | POLY PAC | 4/23/1979 | 73/212,573 | 12/16/1980 | 1,143,364 | REGISTERED | 16 |
| 65123-0120 | PROBEON | 12/6/1990 | 74/120,913 | 10/22/1991 | 1,661,568 | REGISTERED | 09 |
| 65123-1990 | PROTECTING WHAT MATTERS MOST | 12/6/2000 | 76/176,785 | 10/8/2002 | 2,632,919 | REGISTERED | 35 |
| 65123-1201 | PROTOCOL | 3/9/2001 | 76/222,272 | 11/12/2002 | 2,648,496 | REGISTERED | 001,005 |
| 65123-1202 | OC EXPRESS | 10/9/2001 | 76/322,847 | | | PENDING | 42 |
| 65123-0214 | QS QUALITY ASSURANCE SYSTEMS & DESIGN | 5/26/1989 | 73/802,905 | 1/9/1990 | 1,577,101 | REGISTERED | 42 |
| 65123-0124 | REDI/PLATE | 9/15/1986 | 73/619,692 | 1/17/1989 | 1,520,587 | REGISTERED | 09 |
| 65123-0123 | REDI-TIP | 3/27/1991 | 74/151,790 | 9/8/1992 | 1,713,191 | REGISTERED | 09 |
| 65123-0215 | RETIC-SET | 1/13/1983 | 73/409,146 | 5/1/1984 | 1,275,672 | REGISTERED | 01 |
| 65123-0125 | REXYN | 4/19/1963 | 72/167,133 | 3/10/1964 | 766,365 | REGISTERED | 01 |
| 65123-0126 | RIDOX | 4/23/1976 | 73/084,911 | 2/8/1977 | 1,058,087 | REGISTERED | 01 |
| 65123-0127 | S.A.F.E. | 4/14/1986 | 73/593,377 | 11/25/1986 | 1,418,635 | REGISTERED | 37 |
| 65123-0130 | SAFECLEAR & DESIGN | 9/23/1993 | 74/439,277 | 10/10/1995 | 1,926,261 | REGISTERED | 05 |
| 65123-0128 | SAFE-COTE | 10/17/1979 | 73/235,531 | 1/5/1982 | 1,184,823 | REGISTERED | 21 |
| 65123-0218 | SAFE-D-SPENSE | 4/9/1993 | 74/377,299 | 12/20/1994 | 1,868,893 | REGISTERED | 20 |
| 65123-0220 | SAFEXIX | 9/23/1993 | 74/439,276 | 9/19/1995 | 1,920,674 | REGISTERED | 05 |
| 65123-0176 | SAFETY CHOICE | 6/12/1998 | 75,500,958 | 8/15/2000 | 2,378,050 | REGISTERED | 9,10 |
| 65123-0150 | SAFETY CHOICE & DESIGN | 4/16/1998 | 75,473,422 | 8/15/2000 | 2,378,010 | REGISTERED | 9,10 |
| 65123-1925 | SAFETYTRACK | 2/2/2000 | 75/908,554 | | | PENDING | 35 |
| 65123-0133 | SCINTILENE | 5/16/1979 | 73/215,847 | 1/27/1981 | 1,146,374 | REGISTERED | 01 |
| 65123-0135 | SCINTISAFE | 12/12/1994 | 74/609,523 | 11/28/1995 | 1,938,576 | REGISTERED | 01 |
| 65123-0136 | SCINTIVERSE | 5/16/1979 | 73/215,846 | 1/27/1981 | 1,146,373 | REGISTERED | 01 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------------------|--|------------|------------|------------|-----------|------------|---------|
| UNITED STATES continued . . . | | | | | | | |
| 65123-0137 | SCOOPULA | 11/30/1938 | 71/413,303 | 5/30/1939 | 367,785 | REGISTERED | 08 |
| 65123-0191 | SEC + SAFETY EQUIPMENT COMPANY & DESIGN | 6/2/1981 | 73,312,939 | 6/15/1982 | 1,198,336 | REGISTERED | 42 |
| 65123-0194 | SEC + SAFETY EQUIPMENT COMPANY & DESIGN | 5/14/1998 | 75/485,296 | 12/5/2000 | 2,409,787 | REGISTERED | 005,35 |
| 65123-0222 | SECUREMOUNT | 9/23/1993 | 74/439,278 | 6/20/1995 | 1,901,108 | REGISTERED | 01 |
| 65123-0255 | SICKLESCREEN & DESIGN | 10/14/1987 | 73/689,647 | 8/30/1988 | 1,501,864 | REGISTERED | 05 |
| 65123-1100 | SLIDE-SAVER | 12/17/1998 | 75/606,940 | 5/14/2002 | 2,570,352 | REGISTERED | 009 |
| 65123-1972 | SPAR | 9/2/2000 | 76/122,330 | | | PENDING | 35 |
| 65123-0138 | SPARKLEEN | 10/26/1990 | 74/109,431 | 12/17/1991 | 1,668,175 | REGISTERED | 03 |
| 65123-0139 | SPECTRANALYZED | 3/10/1967 | 72/266,417 | 1/16/1968 | 842,283 | REGISTERED | 01 |
| 65123-0140 | SPEEDYVAP & DESIGN | 12/10/1941 | 71/449,340 | 8/11/1942 | 396,935 | REGISTERED | 09 |
| 65123-1075 | SPLASHGON | 2/17/1998 | 75/435,615 | 4/20/1999 | 2,240,609 | REGISTERED | 09 |
| 65123-0141 | SPOONULA | 9/30/1959 | 72/082,418 | 5/31/1960 | 698,571 | REGISTERED | 09 |
| 65123-0142 | SPOONULET | 3/1/1966 | 72/239,887 | 5/30/1967 | 829,443 | REGISTERED | 08 |
| 65123-0224 | STAT-TRAK & DESIGN | 3/5/1984 | 73/468,553 | 1/8/1985 | 1,312,906 | REGISTERED | 01 |
| 65123-0146 | STEREOMASTER & DESIGN | 8/29/1983 | 73/441,391 | 10/23/1984 | 1,301,373 | REGISTERED | 09 |
| 65123-0147 | STOCKPRO | 9/16/1985 | 73/558,703 | 5/27/1986 | 1,394,721 | REGISTERED | 09 |
| 65123-0226 | SUN-DEX | 8/17/1971 | 72/400,381 | 9/12/1972 | 942,633 | REGISTERED | 05 |
| 65123-1978 | SUREGRIP | 9/13/2000 | 76/127,635 | | | PENDING | 09 |
| 65123-0151 | SURESTAIN | 7/17/1985 | 73/548,617 | 1/28/1986 | 1,379,914 | REGISTERED | 01 |
| 65123-1919 | SURE-VUE | 12/22/1999 | 75/878,442 | 2/5/2002 | 2,535,492 | REGISTERED | 10 |
| 65123-0152 | TAINERTOP | 1/7/1991 | 74/128,455 | 11/3/1992 | 1,729,126 | REGISTERED | 10 |
| 65123-0154 | TENSIOMAT | 12/12/1960 | 72/110,047 | 8/29/1961 | 720,646 | REGISTERED | 09 |
| 65123-0155 | THAM | 11/30/1960 | 72/109,309 | 5/1/1962 | 730,621 | REGISTERED | 01 |
| 65123-0256 | THROMBOSCREEN | 3/10/1964 | 72/188,391 | 4/6/1965 | 787,698 | REGISTERED | 06 |
| 65123-0259 | THROMBOSTRATE | 2/9/1979 | 73/203,366 | 10/20/1981 | 1,173,752 | REGISTERED | 01 |
| 65123-0258 | THROMBO-STRATE IX | 2/9/1979 | 73/203,365 | 10/20/1981 | 1,173,751 | REGISTERED | 01 |
| 65123-0257 | THROMBO-STRATE VIII | 2/9/1979 | 73/203,364 | 10/20/1981 | 1,173,750 | REGISTERED | 01 |
| 65123-0260 | THROMBO-TRAK | 1/13/1983 | 73/409,145 | 3/20/1984 | 1,270,457 | REGISTERED | 01 |
| 65123-0229 | TISSUE PATH | 11/9/1989 | 73/837,289 | 5/18/1993 | 1,770,916 | REGISTERED | 01 |
| 65123-0230 | TISSUE PATH | 5/17/1990 | 74/059,698 | 6/11/1991 | 1,647,289 | REGISTERED | 09 |
| 65123-0158 | TISSUEPREP | 2/28/1975 | 73/045,440 | 2/17/1976 | 1,033,470 | REGISTERED | 01 |
| 65123-0159 | TITRALYZER | 4/8/1964 | 72/190,603 | 12/29/1964 | 782,404 | REGISTERED | 09 |

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REFERENCE MARK

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| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|---------------------|------------|------------|------------|-----------|------------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 65123-0160 | TITRIMETER & DESIGN | 10/24/1958 | 72/061,279 | 5/17/1960 | 697,785 | REGISTERED | 09 |
| 65123-0232 | TRUFLOW | 6/6/1995 | 74/685,134 | 7/15/1997 | 2,079,834 | REGISTERED | 09 |
| 65123-0164 | TRU-GUARD | 9/30/1985 | 73/560,934 | 2/10/1987 | 1,428,466 | REGISTERED | 25 |
| 65123-1947 | TWISTIR | 4/17/2000 | 76/028,065 | 10/22/2002 | 2,638,107 | REGISTERED | 09 |
| 65123-0168 | URISYSTEM | 12/13/1990 | 74/123,072 | 4/18/1995 | 1,889,773 | REGISTERED | 10 |
| 65123-0233 | VALUTRAK | 10/14/1987 | 73/689,649 | 6/21/1988 | 1,493,730 | REGISTERED | 42 |
| 65123-0171 | VERSA-CLEAN | 10/26/1990 | 74/109,430 | 5/26/1992 | 1,688,649 | REGISTERED | 03 |

FISHER CLINICAL SERVICES

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Trademark Report by Country
Status: ACTIVE
REFERENCE MARK

| FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------|------------|-------|------|---------|---------|
| 4/9/1999 | 75/678,861 | | | ALLOWED | 35 |

UNITED STATES
6012-0005 CLINPACKER

END OF REPORT

TOTAL ITEMS SELECTED = 1

FISHER SCIENTIFIC INTERNATIONAL INC.

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This **FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this "Amendment") is dated as of December 3, 2003 and entered into by and among **FISHER SCIENTIFIC INTERNATIONAL INC.** ("Company"), **FISHER SCIENTIFIC COMPANY L.L.C.** ("FSCLLC"; Company and FSCLLC are each individually referred to herein as a "Borrower" and collectively as "Borrowers"), **THE FINANCIAL INSTITUTIONS LISTED ON THE SIGNATURE PAGES HEREOF** (each individually referred to herein as a "Lender" and collectively as "Lenders"), **JP MORGAN CHASE BANK** ("JPMCB") (in its capacity as resigning administrative agent, "Resigning Administrative Agent"), **DEUTSCHE BANK AG, NEW YORK BRANCH** (in its capacity as successor administrative agent, "Successor Administrative Agent" or "Deutsche Bank"), **DEUTSCHE BANK SECURITIES**, as Joint Lead-Arranger, **BANC OF AMERICA SECURITIES LLC**, as Joint Lead-Arranger and **CREDIT SUISSE FIRST BOSTON**, acting through its Cayman Islands Branch, and **BANK OF AMERICA N.A.**, as Syndication Agents, and solely for purpose of Section 3 hereof, the Credit Support Parties (as defined in Section 3 hereof), and is made with reference to that certain Amended and Restated Credit Agreement, dated as of September 10, 2003, by and among Borrowers, Lenders and Administrative Agent (the "Credit Agreement"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement.

RECITALS

WHEREAS, Borrowers desire to amend the Credit Agreement on, and subject to, the terms, conditions and agreements set forth herein, to (i) create a new class of Tranche C Term Loans (the "**Tranche C Term Loans**") having identical terms with, having the same rights and obligations under the Loan Documents as, and in the same aggregate principal amount as, the outstanding Term Loans, as set forth in the Loan Documents, except as such terms are amended hereby, (ii) provide for Deutsche Bank to succeed JPMCB as Administrative Agent, Collateral Agent, Swingline Lender, and Issuing Bank, (iii) increase the Revolving Commitments by \$15,000,000 (the "**New Revolving Commitment**") to \$190,000,000, and (iv) make certain other amendments as set forth below;

WHEREAS, on the First Amendment Effective Date (as hereinafter defined), the outstanding Term Loans will be converted into, or repaid in full with the proceeds of, the Tranche C Term Loans;

WHEREAS, (a) each existing Lender having a Tranche C Term Loan Commitment (as hereinafter defined) in excess of its outstanding Term Loans at the opening of business on the First Amendment Effective Date (each such Lender an "**Increasing Term Lender**") shall make Tranche C Term Loans to the Company on the First Amendment Effective Date in the amount of the excess of such Tranche C Term Loan Commitment over such Increasing Term Lender's outstanding Term Loans, and (b) each new Lender having a Tranche C

Term Loan Commitment (each a "New Tranche C Term Loan Lender") which executes and delivers this Amendment shall make Tranche C Term Loans to the Company on the First Amendment Effective Date in an amount equal to such New Tranche C Term Loan Lender's Tranche C Term Loan Commitment, the aggregate proceeds of which shall be used by the Company to immediately repay the outstanding principal amount of Term Loans of existing Lenders that do not execute and deliver this Amendment (the "Exiting Lenders");

WHEREAS, on the First Amendment Effective Date, Bank of America, N.A. (the "New Revolving Lender") shall become a Revolving Lender under the Credit Agreement and the other Loan Documents with an initial amount of Revolving Commitment equal to the New Revolving Commitment;

WHEREAS, each Lender having Term Loans outstanding as of the date hereof and who executes and delivers this Amendment shall be deemed, upon the First Amendment Effective Date, to have converted its Term Loans into Tranche C Term Loans in the same aggregate principal amount as such Lender's Tranche C Term Loan Commitment (less, in the case of any Increasing Term Lender, the amount of Tranche C Term Loans made by such Increasing Lender to repay Exiting Lenders' Term Loans); and

WHEREAS, the Company shall pay to (1) each Lender having Term Loans outstanding as of the opening of business on the First Amendment Effective Date, all accrued and unpaid interest on such Term Loans on the First Amendment Effective Date and (2) each Lender having a Revolving Commitment or Revolving Loans outstanding as of the First Amendment Effective Date, (x) all accrued and unpaid interest on such Lender's Revolving Loans (y) all accrued and unpaid commitment fees with respect to such Lender's Revolving Commitments, and (z) all accrued and unpaid participation fees with respect to such Lender's participations in Letters of Credit, in each case on the First Amendment Effective Date;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Section 1. AMENDMENTS TO THE CREDIT AGREEMENT

1.1 Amendments to Section 1.1: Certain Defined Terms.

A. Section 1.1 of the Credit Agreement is hereby amended by (i) deleting the definition of "Borrowing Request", "Class", "Issuing Bank", "Original Term Loan Lender", "Required Lenders", "Revolving Commitment", "Spot Exchange Rate", "Swingline Lender" and "Term Loan", and (ii) adding to such Section the following definitions which shall be inserted in proper alphabetical order:

"Borrowing Request" means a request by a Borrower (or by the Company on behalf of a Borrower) for a Revolving Borrowing, Tranche C Borrowing, or Incremental Term Borrowing in accordance with Section 2.03.

"Class" means, on and after the First Amendment Effective Date, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Local Currency Loans, Tranche C Term Loans, Incremental Term Loans or Swingline Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, Tranche C Term Loan Commitment, or a commitment to make an Incremental Term Loan. Incremental Term Loans that have different terms and conditions shall be construed to be in different Classes.

"First Amendment" means that certain First Amendment to this Agreement dated as of December 3, 2003.

"First Amendment Effective Date" has the meaning assigned to that term in the First Amendment.

"Incremental Term Loan" has the meaning assigned to such term in Section 2.20. The Tranche B-1 Term Loans are Incremental Term Loans; the Tranche C Term Loans are not Incremental Term Loans.

"Incremental Term Loan Amendment" has the meaning assigned to such term in Section 2.20. The Amendment and Restatement Agreement is an Incremental Term Loan Amendment; the First Amendment is not an Incremental Term Loan Amendment.

"Issuing Bank" means (a) initially JPMorgan Chase Bank in its capacity as the issuer of Letters of Credit outstanding on the First Amendment Effective Date, (b) thereafter Deutsche Bank AG, New York Branch, in its capacity as the issuer of Letters of Credit hereunder, (c) any other Lender that agrees with the Company and the Administrative Agent to be an issuer of Letters of Credit hereunder as provided in Section 2.05(i), in its capacity as such, and (d) in respect of any Existing Letter of Credit, the bank that issued such Letter of Credit, in its capacity as such. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Original Term Loan Lender" means, on and after the First Amendment Effective Date, for purposes of Section 10.02(b), "Tranche C Lender".

"Request for Issuance" means a request substantially in the form of Annex A annexed to the First Amendment.

"Required Lenders" means, on and after the First Amendment Effective Date, at any time, Lenders having Revolving Exposures, Tranche C Term Loans, Incremental Term Loans and unused Commitments representing more than 50% of the sum of the total Revolving Exposures, outstanding Tranche C Term Loans, outstanding Incremental Term Loans and unused Commitments at such time.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08 and (b) reduced or increased from time to

time pursuant to assignments by or to such Lender pursuant to Section 10.04. The amount of each Lender's Revolving Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable. The aggregate amount of the Lenders' Revolving Commitments as of the First Amendment Effective Date is \$190,000,000.

"Spot Exchange Rate" means, on any day, with respect to any Local Currency in which a Local Letter of Credit (or LC Disbursement thereunder) is denominated, the spot rate at which Dollars are offered on such day for such Local Currency, as quoted in the Wall Street Journal on the following Business Day.

"Swingline Lender" means (a) Deutsche Bank AG, New York Branch, in its capacity as lender of Swingline Loans hereunder or (b) any other Lender that agrees with the Company and the Administrative Agent to make Swingline Loans hereunder as provided in Section 2.04, in its capacity as such.

"Term Borrowing" means a Borrowing made of a Term Loan.

"Term Loan" means (i) prior to the First Amendment Effective Date, an Original Term Loan or Tranche B-1 Term Loan, and (ii) on and after the First Amendment Effective Date, a Tranche C Term Loan.

"Tranche C Borrowing" means a Borrowing made of a Tranche C Term Loan.

"Tranche C Lender" means a Lender with a Tranche C Term Loan Commitment or an outstanding Tranche C Term Loan.

"Tranche C Term Loan" means a Loan made as Tranche C Term Loan (and/or converted into a Tranche C Term Loan from Term Loans) on the First Amendment Effective Date pursuant to clause (c) of Section 2.01.

"Tranche C Term Loan Commitment" means the commitment of a Lender to make (and/or convert from Term Loans) on the First Amendment Effective Date Tranche C Term Loans hereunder, expressed as an amount representing the maximum principal amount of Tranche C Term Loans to be made by such Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08 or (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Tranche C Term Loan Commitment is set forth on Schedule 2.1 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Tranche C Commitment, as applicable. The initial aggregate amount of the Lenders' Tranche C Term Loan Commitment is \$440,000,000.

B. Section 1.01 of the Credit Agreement is hereby further amended by (1) deleting the word "and" at the end of clause (b) contained in the definition of "Applicable Rate" thereof and adding at the end of the table contained therein the following new clause (d):

“, and (d) with respect to any ABR Loan or Eurodollar Loan that is a Tranche C Term Loan, the applicable rate per annum set forth below under the caption “ABR

Spread" or "Eurodollar Spread", as the case may be, based upon the Total Leverage Ratio as of the most recent determination date:

| <u>Leverage Ratio</u> | <u>ABR Spread</u> | <u>Eurodollar Spread</u> |
|------------------------|-------------------|--------------------------|
| Category 1 ≥3.0:1.0 | 1.00% | 2.00% |
| Category 2 <3.0:1.0 | 0.75% | 1.75% |

1.2 Amendments to Section 2.01: Commitments.

Section 2.01 of the Credit Agreement is hereby amended by (1) renumbering paragraph (c) contained therein as (d), and (2) inserting the following new paragraph (c):

“(c) Subject to the terms and conditions herein, each Lender that has a Tranche C Term Loan Commitment agrees (i) to convert on the First Amendment Effective Date each “Term Loan” made by such Lender under (and as defined in) this Agreement and outstanding immediately prior to giving effect to the First Amendment to a Tranche C Term Loan hereunder (and the Company hereby agrees to such conversion) and (ii) to make to the Company on the First Amendment Effective Date, Tranche C Term Loans hereunder in an amount equal to the excess (if any) of such Lender’s Tranche C Term Loan Commitment over such Lender’s outstanding Term Loans (if any) being converted on the First Amendment Effective Date to Tranche C Term Loans, so that, after giving effect to the conversion of such Term Loans into Tranche C Term Loans pursuant to clause (i) above and the making of all such Tranche C Term Loans pursuant to clause (ii) above, each Lender that has a Tranche C Term Loan Commitment will have made or will be deemed to have made, as the case may be, a Tranche C Term Loan to the Company in an amount equal to its Tranche C Term Loan Commitments, to be used for the purposes identified in section 5.11(b).”.

1.3 Amendments to Section 2.03: Requests for Borrowings.

Section 2.03 of the Credit Agreement is hereby amended by (1) deleting the references to “Original Term Borrowing” contained in the introductory paragraph therein and clause (i) therein and substituting “Tranche C Borrowing” therefor, and (2) deleting clause (iii) contained therein in its entirety and substituting the following therefor:

“(iii) the date of such Borrowing, which shall be a Business Day (and, in the case of a Tranche C Term Loan, shall be the First Amendment Effective Date);”

1.4 Amendment to Section 2.05: Letters of Credit.

A. Section 2.05 is hereby amended by deleting paragraph (b) contained therein in its entirety and substituting the following therefor:

“(b) Request for Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the applicable Borrower shall hand deliver or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank (which may be any Issuing Bank selected by such Borrower if there is more than one Issuing Bank) and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a Request for Issuance. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the applicable Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed \$150,000,000 and (ii) the sum of the total Revolving Exposures and the Local Currency Loan Exposure shall not exceed the total Revolving Commitments.”.

B. Section 2.05 of the Credit Agreement is hereby further amended by adding at the end of such Section the following new paragraph (m):

“(m) Notification to Revolving Lenders. Upon the issuance of or amendment to any standby Letter of Credit the applicable Issuing Bank shall promptly notify the Administrative Agent and the applicable Borrower of such issuance or amendment in writing and such notice shall be accompanied by a copy of such Letter of Credit or amendment. Upon receipt of such notice (or, if the Administrative Agent is the Issuing Bank, together with such notice), the Administrative Agent shall notify each Revolving Lender in writing of such issuance or amendment and the amount of such Revolving Lender’s respective participation in such standby Letter of Credit or amendment, and, if so requested by a Revolving Lender, the Administrative Agent shall provide such Lender with a copy of such Letter of Credit or amendment. In the case of commercial Letters of Credit, in the event that Issuing Bank is other than the Administrative Agent, such Issuing Bank will send by facsimile transmission to the Administrative Agent, promptly upon the first Business Day of each week, a report of its daily aggregate maximum amount available for drawing under commercial Letters of Credit for the previous week. Upon receipt of such report, the Administrative Agent shall notify each Revolving Lender in writing of the contents thereof.”.

1.5 Amendment to Section 2.10: Amortization of Term Loans.

A. Section 2.10 of the Credit Agreement is hereby amended by (1) renumbering paragraph (c), paragraph (d) and paragraph (e) contained therein as paragraph (d), paragraph (e) and paragraph (f), respectively (it being understood that each reference to paragraph (d)

contained in Section 2.10 shall be deemed to be a reference to paragraph (e)), and (2) inserting the following new paragraph (c):

“(c) Subject to adjustment pursuant to paragraph (e) of this Section, the Company shall repay Tranche C Term Borrowings on each date set forth below in the aggregate principal amount set forth opposite such date:

| <u>Date</u> | <u>Amount</u> |
|--------------------|--------------------|
| December 31, 2004 | \$1,115,662.20 |
| March 31, 2005 | \$1,115,662.20 |
| June 30, 2005 | \$1,115,662.20 |
| September 30, 2005 | \$1,115,662.20 |
| December 31, 2005 | \$1,115,662.20 |
| March 31, 2006 | \$1,115,662.20 |
| June 30, 2006 | \$1,115,662.20 |
| September 30, 2006 | \$1,115,662.20 |
| December 31, 2006 | \$1,115,662.20 |
| March 31, 2007 | \$1,115,662.20 |
| June 30, 2007 | \$1,115,662.20 |
| September 30, 2007 | \$1,115,662.20 |
| December 31, 2007 | \$1,115,662.20 |
| March 31, 2008 | \$1,115,662.20 |
| June 30, 2008 | \$1,115,662.20 |
| September 30, 2008 | \$1,115,662.20 |
| December 31, 2008 | \$1,115,662.20 |
| March 31, 2009 | \$1,115,662.20 |
| June 30, 2009 | \$104,979,520.10 |
| September 30, 2009 | \$104,979,520.10 |
| December 31, 2009 | \$104,979,520.10 |
| March 31, 2010 | \$104,979,520.10”. |

B. Section 2.10 of the Credit Agreement is hereby further amended by deleting the phrase “either Class” contained in paragraph (e) therein and substituting “any Class” therefor.

1.6 Amendment to Section 2.18: Payment Generally; Pro Rata Treatment; Sharing of Set-offs.

Section 2.18 of the Credit Agreement is hereby amended by deleting the reference to “270 Park Avenue, New York, New York” contained therein and substituting “60 Wall Street, 43rd Floor, New York, New York 10005” therefor.

1.7 Amendment to Section 5.11: Use of Proceeds and Letters of Credit; Margin Regulations.

Section 5.11 of the Credit Agreement is hereby amended by (1) renumbering paragraph (b) contained therein as (c), and (2) inserting the following new paragraph (b):

“(b) The proceeds of the Tranche C Term Loans shall be applied by the Company on the First Amendment Effective Date to make a voluntary payment of the principal amount of all “Term Loans” under this Agreement outstanding immediately prior to giving effect to the First Amendment which are not converted into Tranche C Term Loans pursuant to the terms of this Agreement as amended by the First Amendment.”.

1.8 Amendment to Section 10.01: Notices.

Section 10.01 of the Credit Agreement is hereby amended by deleting clause (ii) contained therein in its entirety and substituting the following therefor:

“(ii) if to the Administrative Agent, (1) with respect to Letters of Credit, to Deutsche Bank Global Loan Operations – Letter of Credit Department, 60 Wall Street, 38th Floor, MS NYC60-3812, New York, New York 10005, Attention of Marco Orlando (Facsimile No. 212-797-0403), (2) with respect to borrowing requests, repayments and interest notifications, to Deutsche Bank Global Loan Operations, 90 Hudson Street – 5th Floor, Jersey City, New Jersey 07302, Attention of Frank Giacalone (Facsimile 201-593-2309), and (3) with respect to all other matters, to Deutsche Bank Leveraged Loan Portfolio, 60 Wall Street, 43rd Floor, New York, New York 10005, Attention of Scottye Lindsey (Facsimile No. 212-797-5692);”

1.9 Substitution and Addition of Schedule.

Schedule 2.01 to the Credit Agreement is hereby amended by deleting said Schedule 2.01 in its entirety and substituting in place thereof a new Schedule 2.01 in the form of Annex B to this Amendment.

Section 2. SUBSTITUTION OF DEUTSCHE BANK AS AGENT

A. Effective the First Amendment Effective Date, JPMCB hereby resigns as Administrative Agent and Collateral Agent, and Lenders hereby appoint Deutsche Bank (and Deutsche Bank hereby accepts such appointment) as Administrative Agent and Collateral Agent. The Company hereby consents to such appointment.

B. From and after the First Amendment Effective Date, all references in the Security Documents and in the other Loan Documents to JPMCB, in its capacity as Collateral Agent and/or Administrative Agent shall be deemed to be references to Deutsche Bank.

Section 3. ACKNOWLEDGEMENT AND CONSENT

A. Each of the Initial Borrower and each other Subsidiary Guarantor (each individually a “Credit Support Party” and collectively, the “Credit Support Parties”) has read this Amendment and consents to the terms hereof and further hereby confirms and agrees that, notwithstanding the effectiveness of this Amendment, the obligations of such Credit Support

Party under each of the Loan Documents to which such Credit Support Party is a party shall not be impaired and each of the Loan Documents to which such Credit Support Party is a party is, and after the First Amendment Effective Date shall continue to be, in full force and effect and are hereby confirmed and ratified in all respects.

B. Each Subsidiary Guarantor (other than Initial Borrower) acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Credit Support Party is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Credit Support Party to any future amendments to the Credit Agreement.

Section 4. CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective only upon the satisfaction of all of the conditions precedent (the date of satisfaction of all such conditions precedent being referred to herein as the "**First Amendment Effective Date**") set forth in this Section 4.

A. Corporate Documents. On or before the First Amendment Effective Date, each Borrower shall, and shall cause each other Credit Support Party to, deliver to Lenders (or to Successor Administrative Agent for Lenders with sufficient originally executed copies, where appropriate, for each Lender and its counsel) the following, each, unless otherwise noted, dated the First Amendment Effective Date:

(i) A good standing certificate from the Secretary of State of each Borrower's and each Credit Support Party's jurisdiction of organization, dated a recent date prior to the First Amendment Effective Date.

(ii) Certified copies of the Certificate or Articles of Incorporation or the certificate of formation, as the case may be, of each Borrower dated a recent date prior to the First Amendment Effective Date.

(iii) Resolutions of the Board of Directors or managing member, as the case may be, of each Borrower approving and authorizing the execution, delivery, and performance of this Amendment, certified as of the First Amendment Effective Date by its corporate secretary or an assistant secretary as being in full force and effect without modification or amendment.

(iv) Signature and incumbency certificates of the officers or managing members of each Borrower and each Credit Support Party executing this Amendment.

B. No Swingline Loans. Borrowers shall have prepaid any outstanding Swingline Loans made by JPMCB and/or any Revolving Lender, in its capacity as Swingline Lender.

C. Amendment. Successor Administrative Agent shall have received from (i) the Required Lenders, (ii) Increasing Term Lenders and New Tranche C Term Loan Lenders providing Tranche C Term Loan Commitments in an aggregate amount sufficient to repay all of the outstanding principal amount (as of the First Amendment Effective Date) of the Tranche C Term Loans owed to the Exiting Term Lenders, (iii) the New Revolving Lender providing the New Revolving Commitment, and (iv) the Borrowers and the Credit Support Parties, (1) a counterpart of this Amendment signed on behalf of each such party or (2) written evidence satisfactory to Successor Administrative Agent (which may include telecopy transmission of a signed signature page of this Amendment) that each such party has signed a counterpart of this Amendment.

D. Opinion of Counsel. On or before the First Amendment Effective Date, the Company shall have delivered to Lenders (or to Successor Administrative Agent for Lenders with sufficient originally executed copies, where appropriate, for each Lender and its counsel) originally executed copies of one or more favorable written opinions of each of (i) Debevoise & Plimpton, special counsel for the Borrowers and the Credit Support Parties, (ii) Todd M. DuChene, general counsel for the Company, and (iii) Richards, Layton & Finger, P.A., Delaware counsel of the Company, in each case in form and substance reasonably satisfactory to Administrative Agent and its counsel, dated as of the First Amendment Effective Date, with respect to the enforceability of this Amendment and as to such other matters as Successor Administrative Agent acting on behalf of Lenders may reasonably request (this Amendment constituting a written request by the Company to such counsel to deliver such opinions to Lenders).

E. Borrowing Request. Successor Administrative Agent shall be deemed to have received a Borrowing Request meeting the requirements of Section 2.03 of the Credit Agreement. Such Borrowing Request shall be deemed (i) to the extent of any conversion of Original Term Loans and Tranche B-1 Term Loans to Tranche C Term Loans to request such conversion, and (ii) to the extent of the aggregate principal amount of any Exiting Term Lenders' Term Loans, to request the funding of Tranche C Term Loans from any Increasing Term Lender and/or any New Tranche C Lenders in accordance with Section 2.01(c) of the Credit Agreement and to direct the voluntary prepayment of all Exiting Lenders' Term Loans in accordance with Section 2.11(d) of the Credit Agreement and without the advance notice otherwise required by Section 2.11(e) of the Credit Agreement.

F. Collateral.

(i) Successor Administrative Agent shall have received from JPMCB all items of Collateral described in Annex C hereto.

(ii) Deutsche Bank shall have received a duly executed supplement to the Intercreditor Agreement substituting Deutsche Bank as Collateral Agent thereunder and such amendment shall be (x) in form and substance satisfactory to Deutsche Bank and (y) in full force and effect.

(iii) Deutsche Bank, as successor Collateral Agent, shall have received duly executed UCC-3 assignment statements relating to all UCC-1 financing statements

filed in connection with the Security Documents, in each case reflecting the assignment of the interest of JPMCB as Collateral Agent to Deutsche Bank.

(iv) Deutsche Bank shall have received all documents or instruments (duly executed where appropriate) necessary or advisable, in the opinion of Deutsche Bank and its counsel, to maintain perfected security interests in favor of Deutsche Bank, as successor Collateral Agent, in the Collateral under each Security Document.

(v) The Company and JPMCB shall have taken such other actions and delivered to Successor Administrative Agent such other documents as Successor Administrative Agent may reasonably request (i) to maintain Collateral Agent's perfected security interests, and the priority thereof, in all of the Collateral in favor of Deutsche Bank as successor Collateral Agent and (ii) to evidence JPMCB's resignation as, and Deutsche Bank's appointment as, Administrative Agent and Collateral Agent, and all such documents shall be in form and substance satisfactory to Deutsche Bank and its counsel.

G. Interest Payments; Payment of Fees. The Company shall have paid (1) to all Lenders having Term Loans, simultaneously with the making of the Tranche C Term Loans hereunder, all accrued and unpaid interest on their Term Loans to the First Amendment Effective Date, and (2) to all Lenders having Revolving Commitments or Revolving Loans outstanding as of the First Amendment Effective Date, (x) all accrued and unpaid interest on their Revolving Loans (y) all accrued and unpaid commitment fees with respect to their Revolving Commitments and (z) all accrued and unpaid participation fees with respect to their participations in Letters of Credit, in each case to the First Amendment Effective Date.

H. Payment of Fees and Expenses. The Company shall have paid or caused to be paid to Successor Administrative Agent all of Successor Administrative Agents' reasonable out-of-pocket costs and expenses as described in Section 10.03 of the Credit Agreement incurred by Administrative Agents (including, without limitation, the reasonable fees and disbursements of O'Melveny & Myers LLP) in connection with this Amendment and the documents and transactions related hereto.

I. Completion of Proceedings. On or before the First Amendment Effective Date, all corporate and other proceedings taken or to be taken in connection with the transactions contemplated hereby and all documents incidental thereto not previously found acceptable by Successor Administrative Agent, acting on behalf of Lenders, and its counsel shall be satisfactory in form and substance to Successor Administrative Agent and its counsel, and Successor Administrative Agent and such counsel shall have received all such counterpart originals or certified copies of such documents as Successor Administrative Agent may reasonably request.

Section 5. POST-CLOSING DELIVERIES

A. Mortgage Amendments. Deutsche Bank, as successor Collateral Agent, shall have received duly executed (and acknowledged) assignments and amendments

(collectively, the "Mortgage Amendments") to all Mortgages, in each case in form and substance satisfactory to Deutsche Bank and its counsel and reflecting the assignment of the interest of JPMCB as Collateral Agent and mortgagee to Deutsche Bank and the modification of certain terms in the Credit Agreement, within 60 days after the First Amendment Effective Date.

B. Endorsement to Title Insurance Policies. Within 60 days after the First Amendment Effective Date, the title company which issued policies of title insurance in connection with the Mortgages (the "Title Company") shall have issued to Lenders an endorsement, commonly known as a "Modification Endorsement" (or a similar extension of title insurance coverage to the extent that a Modification Endorsement may not be available in a particular jurisdiction), to each existing "lender's" policy of title insurance previously issued by the Title Company in favor of Lenders and/or Resigning Administrative Agent, each such endorsement to be in a form reasonably acceptable to Deutsche Bank, as successor Collateral Agent, with respect to the Mortgages listed on Annex D attached hereto.

C. Further Assurances. The Company and JPMCB will take all further actions and will deliver to Successor Administrative Agent all further documents as Successor Administrative Agent may reasonably request (i) to maintain Collateral Agent's perfected security interests, and the priority thereof, in all of the Collateral in favor of Deutsche Bank as successor Collateral Agent and (ii) to evidence JPMCB's resignation as, and Deutsche Bank's appointment as, Administrative Agent and Collateral Agent, and all such documents shall be in form and substance satisfactory to Deutsche Bank and its counsel; provided that any such actions of JPMCB will be (x) without recourse or warranty by JPMCB (except for its own gross negligence or willful misconduct) and (y) at the Company's expense.

Section 6. REPRESENTATIONS AND WARRANTIES

In order to induce Lenders and Administrative Agent to enter into this Amendment and to amend the Credit Agreement in the manner provided herein, the Company represents and warrants to Administrative Agent and each Lender that the following statements are true, correct and complete:

A. Authorization; Enforceability. Each Borrower has all requisite corporate or limited liability company power and authority to enter into this Amendment. The execution, delivery and performance of this Amendment have been duly authorized by all necessary corporate or limited liability company action by each Borrower. This Amendment has been duly executed and delivered by each Borrower and constitutes when executed and delivered, the legally valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting or limiting creditors' rights generally and by equitable principles relating to enforceability, regardless of whether considered as a proceeding in equity or at law.

B. Government Approvals; No Conflict. The execution and delivery by each Borrower of this Amendment (a) do not require any consent or approval of, registration or filing

with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except filings necessary to perfect Liens created under the Loan Documents, (b) will not violate any applicable law or regulation in any material respect or the charter, by-laws or other organizational documents of any Borrower or any order of any Governmental Authority, (c) will not violate in any material respect or result in a default under any indenture, agreement or other instrument binding upon any Borrower or its assets, or give rise to a right thereunder to require any payment to be made by any Borrower, and (d) will not result in the creation or imposition of any Lien on any asset of any Borrower, except Liens created under the Loan Documents.

C. Incorporation of Representations. The representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date.

D. Absence of Default. No event has occurred and is continuing or would result from the execution, delivery or performance of this Amendment that constitutes or would constitute an Event of Default or a Default after giving effect to this Amendment.

Section 7. MISCELLANEOUS

A. Reference to and Effect on the Credit Agreement and the Other Loan Documents.

(i) On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Amendment (the "**Amended Credit Agreement**").

(ii) Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(iii) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Administrative Agent, or any Lender under, the Credit Agreement or any of the other Loan Documents.

B. Obligations of New Tranche C Term Loan Lenders. Each Borrower and each New Tranche C Term Loan Lender hereby agrees that, upon the effectiveness of this Amendment, such New Tranche C Term Loan Lender shall be a party to the Credit Agreement and shall have all of the rights and obligations of a Lender under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents,

arising out of or otherwise related to the Tranche C Term Loan Commitments and the Tranche C Term Loans.

C. Obligations of New Revolving Lenders. Each Borrower and the New Revolving Lender hereby agrees that, upon the effectiveness of this Amendment, the New Revolving Lender shall be a party to the Credit Agreement and shall have all of the rights and obligations of a Lender under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents, arising out of or otherwise related to the Revolving Commitments and the Revolving Loans.

D. Fees and Expenses. Loan Parties acknowledge that all costs, fees and expenses as described in Section 10.03 of the Credit Agreement incurred by the Administrative Agent and its counsel with respect to this Amendment and the documents and transactions contemplated hereby shall be for the account of Loan Parties.

E. Headings. Section and Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

F. Applicable Law. **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**


G. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


COMPANY:

FISHER SCIENTIFIC INTERNATIONAL INC.,

By: 
Name: Todd M. DuChene
Title: Vice President


FISHER SCIENTIFIC COMPANY L.L.C.,

By: Fisher Scientific International Inc.,
manager and sole member


By: 
Name: Todd M. DuChene
Title: Vice President

**CREDIT SUPPORT PARTIES:
(for purposes of Section 3)**

COLE-PARMER INSTRUMENT COMPANY,

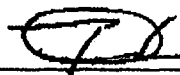
By: 
Name: Todd M. DuChene
Title: Vice President

FISHER CLINICAL SERVICES INC.,


By: 
Name: Todd M. DuChene
Title: Vice President

FISHER HAMILTON L.L.C.,


By: Fisher Scientific International Inc.,
manager and sole member

By: 
Name: Todd M. DuChene
Title: Vice President

FISHER SCIENTIFIC WORLDWIDE INC.,

By: 
Name: Todd M. DuChene
Title: Vice President

FSWH COMPANY LLC,


By: 
Name: Todd M. DuChene
Title: President, Secretary

LENDERS:

**DEUTSCHE BANK AG, NEW YORK
BRANCH,**
individually and as Administrative Agent

By: *Scotty Lindsey*
Name: **Scotty Lindsey**
Title: **Vice President**

JPMorgan Chase Bank,
as a Lender

By: 
Name: B. B. Wuthrich
Title: Vice President

**Request For Issuance
(See Attached)**

NY1:1478398

A-1

EXECUTION

9. Attached hereto is:

[] the verbatim text of such proposed Letter of Credit

[] a description of the proposed terms and conditions of such Letter of Credit, including a precise description of any documents to be presented by the beneficiary which, if presented by the beneficiary prior to the expiration date of such Letter of Credit, would require the Issuing Bank to make payment under such Letter of Credit.

The undersigned officer, in his or her capacity as an officer of Company, to the best of his or her knowledge, and Company certify that:

(i) The representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date;

(ii) At the time of and immediately after giving effect to the issuance the Letter of Credit requested hereby, no Default shall have occurred and be continuing; and

(iii) After giving effect to the issuance of the Letter of Credit requested hereby, (i) the LC Exposure will not exceed \$150,000,000 and (ii) the sum of the total Revolving Exposures and the Local Currency Loan Exposure will not exceed the total Revolving Commitments.

DATED: _____

[**NAME OF APPLICABLE BORROWER**]

By: _____

Name:

Title:

**Schedule 2.01 To Credit Agreement
(See Attached)**

NY1:1478398

B-1

EXECUTION

Schedule 2.1

| LENDERS | REVOLVER | % | TRANCHE C TERM LOAN | % | TOTAL | % |
|-------------------------------------|------------------|--------|------------------------|---------|------------------|---------|
| Deutsche Bank | \$ 15,000,000.00 | 7.895% | \$ 65,222,886.31 | 14.823% | \$ 80,222,886.31 | 12.734% |
| ABN AMRO Bank N.V. | \$ 12,000,000.00 | 6.318% | | 0.000% | \$ 12,000,000.00 | 1.905% |
| AIB Debt Management Ltd | \$ 10,000,000.00 | 5.263% | \$ 3,381,347.75 | 0.768% | \$ 13,381,347.75 | 2.124% |
| AIM Floating Rate Fund | | | \$ 755,844.66 | 0.172% | \$ 755,844.66 | 0.120% |
| AIMCO CDO Series 2000-A | | | \$ 1,918,362.61 | 0.436% | \$ 1,918,362.61 | 0.305% |
| AIMCO CLO Series 2001-A | | | \$ 1,014,404.32 | 0.231% | \$ 1,014,404.32 | 0.161% |
| Allstate Life Insurance Co. | | | \$ 2,708,476.54 | 0.616% | \$ 2,708,476.54 | 0.430% |
| Amara-2 Finance Ltd. | | | \$ 108,203.13 | 0.025% | \$ 108,203.13 | 0.017% |
| AMMC CDO I, Limited | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% |
| AMMC CDO II, Limited | | | \$ 2,092,493.21 | 0.476% | \$ 2,092,493.21 | 0.332% |
| Apex (IDM) CDO I, Ltd. | | | \$ 1,958,573.45 | 0.445% | \$ 1,958,573.45 | 0.311% |
| APEX (Trimaran) CDO I, Ltd. | | | \$ 2,708,476.54 | 0.616% | \$ 2,708,476.54 | 0.430% |
| Archimedes Funding III, Ltd. | | | \$ 994,354.13 | 0.226% | \$ 994,354.13 | 0.158% |
| Archimedes Funding IV, Ltd. | | | \$ 1,500,536.79 | 0.341% | \$ 1,500,536.79 | 0.238% |
| Avalon Capital Ltd. | | | \$ 1,967,052.01 | 0.447% | \$ 1,967,052.01 | 0.312% |
| Avalon Capital Ltd. II | | | \$ 2,005,337.31 | 0.456% | \$ 2,005,337.31 | 0.318% |
| Avery Point CLO, Ltd. | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Bank of America | \$ 15,000,000.00 | 7.895% | | 0.000% | \$ 15,000,000.00 | 2.381% |
| Balanced High Yield Fund II Ltd. | | | \$ 497,177.08 | 0.113% | \$ 497,177.08 | 0.079% |
| Ballyrock CDO I Limited | | | \$ 1,453,979.53 | 0.330% | \$ 1,453,979.53 | 0.231% |
| Ballyrock CLO II Limited | | | \$ 1,453,979.53 | 0.330% | \$ 1,453,979.53 | 0.231% |
| Bank of Montreal | | | \$ 1,804,518.24 | 0.410% | \$ 1,804,518.24 | 0.286% |
| Bank of Nova Scotia | \$ 15,000,000.00 | 7.895% | \$ - | 0.000% | \$ 15,000,000.00 | 2.381% |
| Bank One, NA | | | \$ 2,305,093.65 | 0.524% | \$ 2,305,093.65 | 0.366% |
| Big Sky Senior Loan Fund, Ltd. | | | \$ 2,705,078.20 | 0.615% | \$ 2,705,078.20 | 0.429% |
| BlackRock Limited Duration Inc. T | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Brant Point CBO 1999-1, Ltd. | | | \$ 451,979.15 | 0.103% | \$ 451,979.15 | 0.072% |
| Braymoor & Co. | | | \$ 2,033,906.16 | 0.462% | \$ 2,033,906.16 | 0.323% |
| Castle Hill III CLO, Limited | | | \$ 1,849,036.49 | 0.420% | \$ 1,849,036.49 | 0.293% |
| Castle Hill II-Ingots, Ltd. | | | \$ 1,623,046.92 | 0.369% | \$ 1,623,046.92 | 0.258% |
| Castle Hill I-Ingots, Ltd. | | | \$ 2,188,020.85 | 0.497% | \$ 2,188,020.85 | 0.347% |
| Centurion CDO II, Ltd. | | | \$ 1,015,253.91 | 0.231% | \$ 1,015,253.91 | 0.161% |
| Centurion CDO VI | | | \$ 1,015,253.91 | 0.231% | \$ 1,015,253.91 | 0.161% |
| Charter View Portfolio | | | \$ 3,889,813.72 | 0.884% | \$ 3,889,813.72 | 0.617% |
| Citibank N.A. | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Citicorp Insurance and Investment T | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| Citigroup Investments Corporate L | | | \$ 926,557.26 | 0.211% | \$ 926,557.26 | 0.147% |
| Citigroup Investments Corporate Loa | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| Chydesdale CLO 2001-1, Ltd. | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| Chydesdale CLO 2003, Ltd. | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| Columbia Floating Rate LLC (fka Ste | | | \$ 2,028,808.65 | 0.461% | \$ 2,028,808.65 | 0.322% |

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| LENDERS | REVOLVER | % | TRANCHE C TERM LOAN | % | TOTAL | % |
|--|------------------|---------|------------------------|--------|------------------|--------|
| Columbus Loan Funding, Ltd. | | | \$ 1,740,119.72 | 0.395% | \$ 1,740,119.72 | 0.276% |
| Constantinus Eaton Vance CDO V, Ltd | | | \$ 2,480,787.80 | 0.564% | \$ 2,480,787.80 | 0.394% |
| Credit Industriel et Commercial | \$ 8,000,000.00 | 4.211% | \$ 4,062,702.03 | 0.923% | \$ 12,062,702.03 | 1.915% |
| CSFB | \$ 19,000,000.00 | 10.000% | | 0.000% | \$ 19,000,000.00 | 3.016% |
| C-Squared CDO Ltd. | | | \$ 2,932,766.94 | 0.667% | \$ 2,932,766.94 | 0.466% |
| CypressTree International Loan Ho | | | \$ 225,989.57 | 0.051% | \$ 225,989.57 | 0.036% |
| Denali Capital CLO I, Ltd. | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Denali Capital CLO II, Ltd. | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Denali Capital CLO III, Ltd. | | | \$ 2,705,078.20 | 0.615% | \$ 2,705,078.20 | 0.429% |
| Diversified Credit Portfolio Ltd. | | | \$ 179,988.05 | 0.041% | \$ 179,988.05 | 0.029% |
| Dolphin Investment Co., Ltd. | | | \$ 903,958.29 | 0.205% | \$ 903,958.29 | 0.143% |
| Dryden III-Leveraged Loan CDO 2002 | | | \$ 2,028,808.65 | 0.461% | \$ 2,028,808.65 | 0.322% |
| Dryden IV Leveraged Loan CDO 2003 | | | \$ 1,581,927.01 | 0.360% | \$ 1,581,927.01 | 0.251% |
| Dryden V - Leveraged Loan CDO 200 | | | \$ 1,581,927.01 | 0.360% | \$ 1,581,927.01 | 0.251% |
| Eaton Vance CDO III, Ltd. | | | \$ 908,461.10 | 0.206% | \$ 908,461.10 | 0.144% |
| Eaton Vance CDO IV, Ltd. | | | \$ 1,353,388.68 | 0.308% | \$ 1,353,388.68 | 0.215% |
| Eaton Vance CDO VI, Limited | | | \$ 1,802,827.60 | 0.410% | \$ 1,802,827.60 | 0.286% |
| Eaton Vance Institutionl.Sr.Loan Fd | | | \$ 1,669,264.34 | 0.379% | \$ 1,669,264.34 | 0.265% |
| Eaton Vance Limited Duration Income | | | \$ 8,570,622.73 | 1.948% | \$ 8,570,622.73 | 1.360% |
| Eaton Vance Senior Income Trust | | | \$ 1,060,621.75 | 0.241% | \$ 1,060,621.75 | 0.168% |
| Eaton Vance VT Floating-Rate Income | | | \$ 236,694.35 | 0.054% | \$ 236,694.35 | 0.038% |
| ELC (Cayman) Ltd. CDO Series 1999 | | | \$ 1,506,597.15 | 0.342% | \$ 1,506,597.15 | 0.239% |
| ELC (Cayman) Ltd. CDO Series 1999-I | | | \$ 451,976.31 | 0.103% | \$ 451,976.31 | 0.072% |
| ELF Funding Trust I | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| ELT Ltd. | | | \$ 2,259,895.73 | 0.514% | \$ 2,259,895.73 | 0.359% |
| Endurance CLO 1 Ltd. | | | \$ 1,128,248.70 | 0.258% | \$ 1,128,248.70 | 0.179% |
| Fidelity Capital and Income Fund | | | \$ 1,048,217.80 | 0.238% | \$ 1,048,217.80 | 0.166% |
| Fidelity II:Adv.Floating Rate High | | | \$ 6,650,040.55 | 1.511% | \$ 6,650,040.55 | 1.056% |
| Flagship CLO 2001-1 | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Flagship CLO II | | | \$ 2,480,787.80 | 0.564% | \$ 2,480,787.80 | 0.394% |
| Fleet Natl Bk for the Acct of the F FLEET | \$ 15,000,000.00 | 7.895% | \$ 6,503,402.20 | 1.478% | \$ 6,503,402.20 | 1.032% |
| Forest Creek CLO, Ltd. | | | \$ 1,014,404.32 | 0.231% | \$ 1,014,404.32 | 0.161% |
| Franklin Floating Rate Daily Acce | | | \$ 903,958.29 | 0.205% | \$ 903,958.29 | 0.143% |
| Franklin Floating Rate Master Ser | | | \$ 903,958.29 | 0.205% | \$ 903,958.29 | 0.143% |
| Franklin Floating Rate Trust | | | \$ 2,708,476.54 | 0.616% | \$ 2,708,476.54 | 0.430% |
| Galaxy CLO 1999-1, Ltd. | | | \$ 1,066,341.82 | 0.242% | \$ 1,066,341.82 | 0.169% |
| Galaxy CLO 2003-1, Ltd. | | | \$ 891,052.76 | 0.203% | \$ 891,052.76 | 0.141% |
| Gallatin Funding I Ltd. | | | \$ 2,705,078.20 | 0.615% | \$ 2,705,078.20 | 0.429% |
| General Electric Capital Corporatio | \$ 9,000,000.00 | 4.737% | \$ 7,901,139.22 | 1.796% | \$ 16,901,139.22 | 2.683% |
| General Motors Asset Mgt. Group Pen | | | \$ 2,706,777.37 | 0.615% | \$ 2,706,777.37 | 0.430% |
| General Motors Welfare Benefits Tru | | | \$ 1,578,528.67 | 0.359% | \$ 1,578,528.67 | 0.251% |
| Grayson and Co | | | \$ 11,565,390.20 | 2.628% | \$ 11,565,390.20 | 1.836% |
| Grayston CLO 2001-01 Ltd. | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |

| LENDERS | REVOLVER | % | TRANCHE C TERM LOAN | % | TOTAL | % |
|------------------------------------|------------------|---------|------------------------|--------|------------------|--------|
| Great Point CLO 1999-1 Ltd. | | | \$ 451,979.15 | 0.103% | \$ 451,979.15 | 0.072% |
| Gulf Stream - Compass CLO 2003-1, | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Gulf Stream Compass CLO 2002-1 | | | \$ 2,705,078.20 | 0.615% | \$ 2,705,078.20 | 0.429% |
| Hanover Square CLO Ltd. | | | \$ 3,381,347.75 | 0.768% | \$ 3,381,347.75 | 0.537% |
| Harbour Town Funding LLC | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Harbourview CLO IV, Ltd. | | | \$ 1,014,404.32 | 0.231% | \$ 1,014,404.32 | 0.161% |
| Harch CLO I Limited | | | \$ 2,937,864.46 | 0.668% | \$ 2,937,864.46 | 0.466% |
| Hewett's Island CDO, Ltd. | | | \$ 2,030,507.82 | 0.461% | \$ 2,030,507.82 | 0.322% |
| Highland Offshore Partners, L.P. | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| IKB Capital Corporation | | | \$ 4,968,372.27 | 1.129% | \$ 4,968,372.27 | 0.789% |
| Indosuez Capital Funding VI, Ltd | | | \$ 3,610,735.66 | 0.821% | \$ 3,610,735.66 | 0.573% |
| ING Prime Rate Trust | | | \$ 6,320,911.37 | 1.437% | \$ 6,320,911.37 | 1.003% |
| ING Senior Income Fund | | | \$ 2,370,341.76 | 0.539% | \$ 2,370,341.76 | 0.376% |
| ING-ORYX CLO, Ltd. | | | \$ 1,500,536.79 | 0.341% | \$ 1,500,536.79 | 0.236% |
| INVESCO CBO 2000-1 Ltd. | | | \$ 216,406.26 | 0.049% | \$ 216,406.26 | 0.034% |
| INVESCO European CDO I S.A. | | | \$ 1,007,617.64 | 0.229% | \$ 1,007,617.64 | 0.160% |
| Jackson National Life Insurance Co | | | \$ 2,028,808.65 | 0.461% | \$ 2,028,808.65 | 0.322% |
| JPMorgan Chase Bank | \$ 20,000,000.00 | 10.526% | \$ - | 0.000% | \$ 20,000,000.00 | 3.175% |
| Jupiter Loan Funding LLC | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% |
| Key Bank National Association | \$ 11,000,000.00 | 5.789% | \$ 2,028,808.65 | 0.461% | \$ 13,028,808.65 | 2.068% |
| KZH Crescent 2 LLC | | | \$ 2,143,502.81 | 0.487% | \$ 2,143,502.81 | 0.340% |
| KZH Crescent 3 LLC | | | \$ 1,467,233.06 | 0.333% | \$ 1,467,233.06 | 0.233% |
| KZH CypressTree-1 LLC | | | \$ 2,369,492.18 | 0.539% | \$ 2,369,492.18 | 0.376% |
| KZH Highland-2 LLC | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% |
| KZH ING-2 LLC | | | \$ 2,369,492.18 | 0.539% | \$ 2,369,492.18 | 0.376% |
| KZH Riverside LLC | | | \$ 412,659.68 | 0.094% | \$ 412,659.68 | 0.066% |
| KZH Soleil LLC | | | \$ 427,267.10 | 0.097% | \$ 427,267.10 | 0.068% |
| KZH Soleil-2 LLC | | | \$ 854,534.20 | 0.194% | \$ 854,534.20 | 0.136% |
| KZH Sterling LLC | | | \$ 1,241,243.48 | 0.282% | \$ 1,241,243.48 | 0.187% |
| Laguna Funding LLC | | | \$ 677,968.72 | 0.154% | \$ 677,968.72 | 0.106% |
| LaSalle Bank, N.A. (fkaLaSalle Na | | | \$ 2,372,890.52 | 0.539% | \$ 2,372,890.52 | 0.377% |
| LCM I Limited Partnership | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% |
| Lightspeed CLO Limited | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| Loan Funding I LLC | | | \$ 2,030,507.82 | 0.461% | \$ 2,030,507.82 | 0.322% |
| Long Lane Master Trust II | | | \$ 4,288,704.38 | 0.975% | \$ 4,288,704.38 | 0.681% |
| Magnetite IV CLO, Limited | | | \$ 790,113.92 | 0.180% | \$ 790,113.92 | 0.125% |
| Magnetite V CLO, Limited | | | \$ 1,804,518.25 | 0.410% | \$ 1,804,518.25 | 0.286% |
| MapleWood (Cayman) Limited | | | \$ 301,319.43 | 0.068% | \$ 301,319.43 | 0.048% |
| Mariner CDO 2002, Ltd. | | | \$ 2,367,793.01 | 0.538% | \$ 2,367,793.01 | 0.376% |
| Massachusetts Mutual Life Insuran | | | \$ 50,219.90 | 0.011% | \$ 50,219.90 | 0.008% |
| Merrill Lynch Capital Corporation | \$ 10,000,000.00 | 5.263% | \$ 2,028,808.65 | 0.461% | \$ 12,028,808.65 | 1.909% |
| Mountain Capital CLO II Ltd. | | | \$ 2,028,808.65 | 0.461% | \$ 2,028,808.65 | 0.322% |
| Muirfield Trading LLC | | | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% |
| Natexis Banque Populaires | | | \$ 8,453,369.37 | 1.921% | \$ 8,453,369.37 | 1.342% |

| LENDERS | REVOLVER | % | TRANCHE C TERM LOAN | % | TOTAL | % | | |
|--------------------------------------|-----------------|--------|------------------------|--------|------------------|--------|------------------|--------|
| National City Bank | \$ 5,000,000.00 | 2.632% | \$ 7,901,139.22 | 1.796% | \$ 12,901,139.22 | 2.048% | | |
| Nationwide Mutual Insurance Company | | | \$ 2,028,808.87 | 0.461% | \$ 2,028,808.87 | 0.322% | | |
| Nemean CLO, Ltd. | | | \$ 2,808,557.63 | 0.638% | \$ 2,808,557.63 | 0.446% | | |
| New York Life Insurance and Annui | | | \$ 2,259,895.73 | 0.514% | \$ 2,259,895.73 | 0.359% | | |
| New York Life Insurance Company | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% | | |
| Nomura Bond & Loan Fund | | | \$ 1,804,518.25 | 0.410% | \$ 1,804,518.25 | 0.286% | | |
| Nuveen Senior Income Fund | | | \$ 2,032,206.99 | 0.462% | \$ 2,032,206.99 | 0.323% | | |
| NYLIM Flatiron CLO 2003-1 Ltd., a C | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% | | |
| Oak Hill Credit Partners I, Limited | | | \$ 4,285,306.04 | 0.974% | \$ 4,285,306.04 | 0.680% | | |
| Oak Hill Credit Partners II, Limited | | | \$ 4,061,015.64 | 0.923% | \$ 4,061,015.64 | 0.645% | | |
| Oasis Collater.High Income Port-1 | | | \$ 108,203.13 | 0.025% | \$ 108,203.13 | 0.017% | | |
| Olympic Funding Trust Series 1999-1 | | | \$ 1,014,404.32 | 0.231% | \$ 1,014,404.32 | 0.161% | | |
| Oxford Strategic Income Fund | | | \$ 1,039,210.07 | 0.236% | \$ 1,039,210.07 | 0.165% | | |
| PB Capital Corporation | | | \$ 6,000,000.00 | 3.158% | \$ 4,057,617.30 | 0.922% | \$ 10,057,617.30 | 1.596% |
| Pilgrim CLO 1999-1 Ltd. | | | | | \$ 1,014,404.32 | 0.231% | \$ 1,014,404.32 | 0.161% |
| PPM Shadow Creek Funding Trust | | | | | \$ 451,979.15 | 0.103% | \$ 451,979.15 | 0.072% |
| PPM Spyglass Funding Trust | | | | | \$ 903,958.29 | 0.205% | \$ 903,958.29 | 0.143% |
| Principal Life Insurance Company | | | | | \$ 2,028,808.85 | 0.461% | \$ 2,028,808.85 | 0.322% |
| Prometheus Investment Funding No.2 | | | | | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% |
| Prometheus Investment Funding No. 1 | | | | | \$ 3,384,746.09 | 0.769% | \$ 3,384,746.09 | 0.537% |
| Prudential Insurance Company | \$ 2,705,078.20 | 0.615% | | | \$ 2,705,078.20 | 0.429% | | |
| Putnam Diversified Income Trust | \$ 811,523.46 | 0.184% | | | \$ 811,523.46 | 0.129% | | |
| Putnam Master Income Trust | \$ 67,626.96 | 0.015% | | | \$ 67,626.96 | 0.011% | | |
| Putnam Master Intermediate Income T | \$ 135,253.91 | 0.031% | | | \$ 135,253.91 | 0.021% | | |
| Putnam Premier Income Trust | \$ 202,880.87 | 0.046% | | | \$ 202,880.87 | 0.032% | | |
| Putnam VT Diversified Income Fund | \$ 135,253.91 | 0.031% | | | \$ 135,253.91 | 0.021% | | |
| Race Point CLO, Limited | \$ 1,172,766.94 | 0.267% | | | \$ 1,172,766.94 | 0.186% | | |
| Race Point II CLO, Limited | \$ 1,962,031.28 | 0.446% | | | \$ 1,962,031.28 | 0.311% | | |
| Restoration Funding CLO, Ltd. | \$ 1,352,539.10 | 0.307% | | | \$ 1,352,539.10 | 0.215% | | |
| Riviera Funding LLC | \$ 3,610,735.66 | 0.821% | | | \$ 3,610,735.66 | 0.573% | | |
| Sagamore CLO LTD. | \$ 1,432,508.02 | 0.326% | | | \$ 1,432,508.02 | 0.227% | | |
| Sankaty High Yield Partners II | \$ 451,979.15 | 0.103% | | | \$ 451,979.15 | 0.072% | | |
| Saratoga CLO I, Limited | \$ 1,121,132.18 | 0.255% | | | \$ 1,121,132.18 | 0.178% | | |
| SECURITY BENEFIT LIFE INSURANCE C | \$ 903,958.29 | 0.205% | \$ 903,958.29 | 0.143% | | | | |
| Seminole Funding LLC | \$ 676,269.55 | 0.154% | \$ 676,269.55 | 0.107% | | | | |
| Senior Debt Portfolio | \$ 6,513,342.34 | 1.480% | \$ 6,513,342.34 | 1.034% | | | | |
| SEQUILS - Pilgrim I, Ltd. | \$ 1,355,937.44 | 0.308% | \$ 1,355,937.44 | 0.215% | | | | |
| SEQUILS I, Ltd. | \$ 4,504,347.90 | 1.024% | \$ 4,504,347.90 | 0.715% | | | | |
| SEQUILS ING I (HBDGM), Ltd. | \$ 1,500,536.79 | 0.341% | \$ 1,500,536.79 | 0.238% | | | | |
| SEQUILS IV, Ltd. | \$ 4,285,306.04 | 0.974% | \$ 4,285,306.04 | 0.680% | | | | |
| SEQUILS-Centurion V, Ltd. | \$ 1,015,253.91 | 0.231% | \$ 1,015,253.91 | 0.161% | | | | |
| SEQUILS-Cumberland I, Ltd. | \$ 1,014,404.32 | 0.231% | \$ 1,014,404.32 | 0.161% | | | | |
| Sequils-Glace Bay, Ltd | \$ 1,379,205.71 | 0.313% | \$ 1,379,205.71 | 0.219% | | | | |
| SEQUILS-Liberty, Ltd. | \$ 928,654.23 | 0.211% | \$ 928,654.23 | 0.147% | | | | |

| LENDERS | REVOLVER | % | TRANCHE C TERM LOAN | % | TOTAL | % |
|-------------------------------------|--------------------------|-----------------|-------------------------|-----------------|-------------------------|-----------------|
| Sierra CLO I Ltd. | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% |
| SL Loans I Limited | | | \$ 1,352,539.10 | 0.307% | \$ 1,352,539.10 | 0.215% |
| SRF Trading, Inc. | | | \$ 903,958.29 | 0.205% | \$ 903,958.29 | 0.143% |
| Stanwich Loan Funding LLC | | | \$ 2,028,808.65 | 0.461% | \$ 2,028,808.65 | 0.322% |
| Suffield CLO, Limited | | | \$ 1,607,034.13 | 0.365% | \$ 1,607,034.13 | 0.255% |
| Sumitomo Trust & Banking Company Lt | | | \$ 2,032,206.99 | 0.462% | \$ 2,032,206.99 | 0.323% |
| SunAmerica Life Insurance Co. | | | \$ 1,082,031.28 | 0.246% | \$ 1,082,031.28 | 0.172% |
| TCW Select Loan Fund, Limited | | | \$ 3,381,347.75 | 0.768% | \$ 3,381,347.75 | 0.537% |
| The Travelers Insurance Company | | | \$ 4,109,611.90 | 0.934% | \$ 4,109,611.90 | 0.652% |
| Titanium CBO I, Ltd. | | | \$ 451,979.15 | 0.103% | \$ 451,979.15 | 0.072% |
| Toff & Co. | | | \$ 1,581,918.49 | 0.360% | \$ 1,581,918.49 | 0.251% |
| Toronto Dominion (New York) Inc. | | | \$ 2,932,766.94 | 0.667% | \$ 2,932,766.94 | 0.466% |
| Transamerica Business Capital Corp. | \$ 15,000,000.00 | 7.895% | \$ 2,028,808.65 | 0.461% | \$ 17,028,808.65 | 2.703% |
| Trumbull THC, Ltd. | | | \$ 1,807,916.59 | 0.411% | \$ 1,807,916.59 | 0.287% |
| Union Square CDO Ltd. | | | \$ 1,988,708.01 | 0.452% | \$ 1,988,708.01 | 0.316% |
| Van Kampen Senior Income Trust | | | \$ 13,090,399.30 | 2.975% | \$ 13,090,399.30 | 2.078% |
| Van Kampen Senior Loan Fund (fka | | | \$ 3,841,822.75 | 0.873% | \$ 3,841,822.75 | 0.610% |
| Venture CDO 2002, Limited | | | \$ 1,128,248.70 | 0.256% | \$ 1,128,248.70 | 0.179% |
| Venture II CDO 2002, Limited | | | \$ 1,128,248.70 | 0.256% | \$ 1,128,248.70 | 0.179% |
| Winged Foot Funding Trust | | | \$ 2,028,808.65 | 0.461% | \$ 2,028,808.65 | 0.322% |
| Wachovia | \$ 5,000,000.00 | 2.632% | | 0.000% | \$ 5,000,000.00 | 0.794% |
| TOTAL | \$ 190,000,000.00 | 100.000% | \$439,999,999.96 | 100.000% | \$629,999,999.96 | 100.000% |

**Collateral From JPMCB
(See Attached)**

NY1:1478398

C-1

EXECUTION

Collateral Received from JPMCB**STOCK CERTIFICATES:**

| Pledgor | Issuer | Shares/Interest | Certificate No. |
|---------------------------------------|--|---------------------------|------------------------|
| Fisher Scientific International, Inc. | Fisher Scientific Company L.L.C. | 1 Membership Interest | 2 |
| Fisher Scientific International, Inc. | Fisher Scientific Worldwide Inc. | 1,000 of Common Stock | 1 |
| Fisher Scientific International, Inc. | FSII Sweden Holdings I AB | 1,000 aktier med | 1-1.000 |
| Svenska Standardbolag AB | Aktiebolaget Grundstenen 98192 | 1,000 aktier | 1-1000 |
| Fisher Scientific Worldwide Inc. | FSWH II C.V., a limited partnership | 83.5396% | N/A |
| Fisher Scientific Worldwide Inc. | Fisher Scientific Worldwide Holdings I C.V., a limited partnership | Not disclosed | N/A |
| Fisher Clinical Services Inc. | Cole-Parmer Instrument Company | 345,400 of Common Stock | 58 |
| Fisher Scientific Company L.L.C. | Fisher Clinical Services Inc. | 930,000 of Common Stock | C2 |
| Fisher Scientific International, Inc. | Fisher Hamilton L.L.C. | 100% Membership Interest | 1 |
| FSWH Company LLC | FSI Receivables Company LLC | 1 LLC Membership Interest | N/A |

NOTES:

- Amended and Restated Promissory Note dated September 10, 2003, between FSII Sweden Holdings I AB, as borrower, and Fisher Scientific Worldwide Holdings I C.V., as lender, as supplement on September 25, 2003 and October 21, 2003.

NY1:1483325.1

**List Of Mortgages
(See Attached)**

NY1:1478398

D-1

EXECUTION

ANNEX D

1. Credit Line Deed of Trust, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Grantor, to James Deboer, as Trustee, for the benefit of JPMorgan Chase Bank, as Collateral Agent, as Beneficiary, dated as of February 14, 2003, relating to premises located in Middletown, Virginia, recorded February 26, 2003 as Instrument No. 030004000 among the land records of Frederick County, Virginia, as amended by First Deed of Trust Modification Agreement between Grantor and Trustee dated as of September 10, 2003.

2. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Somerville, New Jersey, as amended by First Mortgage Modification Agreement between Mortgagor and Mortgagee, dated as of September 10, 2003.

3. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Fair Lawn, New Jersey, as amended by First Mortgage Modification Agreement between Mortgagor and Mortgagee dated as of September 10, 2003.

4. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Boone County, Kentucky, of record in Mortgage Book 2380 at Page 108, in the office of the Boone County Clerk, as amended.

5. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Agawam, Massachusetts, recorded with the Hampden County Registry of Deeds on February 21, 2003 as Instrument No. 18892 in Book 12960, Page 162, as amended by First Mortgage Modification Agreement between Mortgagor and Mortgagee dated as of September 10, 2003.

6. Term Loan and Revolving Credit Deed of Trust, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Grantor, to Kim Sobieski, as Trustee, for the benefit of JPMorgan Chase Bank, as Collateral Agent, as Beneficiary, dated as of February 14, 2003, relating to premises located in Houston, Texas, filed for record on February 18, 2003 under the Harris County Clerk's File No. W437253, as amended by First Deed of Trust Modification Agreement between Grantor and Trustee dated as of September 10, 2003.

7. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Fisher Scientific Company L.L.C., as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Hanover Park, Illinois, recorded February 19, 2003, as Document No. 065758, as amended by

First Mortgage Modification Agreement between Mortgagor and Mortgagee dated as of September 10, 2003.

8. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Fisher Hamilton L.L.C., as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Two Rivers, Wisconsin recorded on February 20, 2003 as Document No. 929506 in Volume 1780, Page 525, as amended by First Mortgage Modification Agreement between Mortgagor and Mortgagee dated as of September 10, 2003.

9. Term Loan and Revolving Credit Mortgage, Assignment of Leases and Rents and Fixture Filing by Schantz Road LLC, as Mortgagor, to JPMorgan Chase Bank, as Collateral Agent, as Mortgagee, dated as of February 14, 2003, relating to premises located in Allentown, Lehigh County, Pennsylvania, recorded February 21, 2003 in Lehigh County, Pennsylvania, as Instrument No. 7064705, as amended by First Mortgage Modification Agreement between Mortgagor and Mortgagee dated as of September 10, 2003.

NOTICE OF SUCCESSOR LENDER AGENT
DATED AS OF DECEMBER 3, 2003

To: Wachovia Bank, National Association, as ***“Receivables Agent”***
191 Peachtree Street
22nd Floor, GA – 8047
Atlanta, GA 30303
Attention: William Rutkowski

Reference is hereby made to the Intercreditor Agreement, dated as of February 14, 2003 (the ***“Agreement”***), originally executed and delivered by JPMORGAN CHASE BANK, as collateral agent under the Security Agreement referred to therein, and WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent under the Receivables Transfer Agreement referred to therein. ***Capitalized terms used and not otherwise defined herein are used with the meanings attributed thereto in the Agreement.***

1. On or about September 10, 2003, the Credit Agreement was amended and restated.
2. On the date hereof, such amended and rested Credit Agreement is being amended to, among other things, replace JPMorgan Chase Bank, as collateral agent under the Security Agreement and administrative agent under the Credit Agreement with Deutsche Bank AG, New York Branch as successor collateral agent and administrative agent.
3. Accordingly, from and after the date hereof, all references in the Agreement to the “Lender Agent” shall be deemed to be references to Deutsche Bank AG, New York Branch as successor collateral agent under the Security Agreement, and its successors in such capacity, and all duties and obligations of the Lender Agent under the Intercreditor Agreement will hereafter be performed, and all rights and privileges of the Lender Agent under the Intercreditor Agreement will hereafter be exercised, by Deutsche Bank AG, New York Branch.
4. Notices under the Intercreditor Agreement shall hereafter be delivered to Deutsche Bank AG, New York Branch, as Lender Agent, in accordance with Section 7(e) of the Intercreditor Agreement at its address set forth on the signature page hereof.
5. All other aspects of the Agreement remain unaltered and in full force and effect.

**Notice of Successor Lender Agent
December 3, 2003**

6. Please provide copies hereof to your Co-Agents.

Sincerely,

DEUTSCHE BANK AG, NEW YORK BRANCH, AS
SUCCESSOR LENDER AGENT

By: Scottye Lindsey
Name:
Title: **Scottye Lindsey**
Vice President

Address for Notices:

c/o Deutsche Bank Leveraged Loan Portfolio
60 Wall Street, 43rd Floor
New York, New York 10005
Attention: Scottye Lindsey
Fax: 212-797-5692

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AGREED TO AND ACKNOWLEDGED:

WACHOVIA BANK, NATIONAL ASSOCIATION, AS RECEIVABLES AGENT


By: Victoria A. Dudley
Name: **VICTORIA A. DUDLEY**
Title: **Managing Director**

ACKNOWLEDGED AND CONSENTED TO:


FISHER SCIENTIFIC INTERNATIONAL, INC.

By: 
Name: Todd M. DuChene
Title: Vice President


COLE-PARMER INSTRUMENT COMPANY

By: 
Name: Todd M. DuChene
Title: Vice President


FISHER CLINICAL SERVICES INC.

By: 
Name: Todd M. DuChene
Title: Vice President


FISHER HAMILTON L.L.C.,

By: Fisher Scientific International Inc.,
manager and sole member
By: 
Name: Todd M. DuChene
Title: Vice President

FISHER SCIENTIFIC COMPANY L.L.C.,

By: Fisher Scientific International Inc.,
manager and sole member
By: 
Name: Todd M. DuChene
Title: Vice President

FSI RECEIVABLES COMPANY LLC

By: 
Name: Todd M. DuChene
Title: President

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

February 14, 2003,

among

FISHER SCIENTIFIC INTERNATIONAL INC.,

FISHER SCIENTIFIC COMPANY L.L.C.,

CERTAIN OTHER SUBSIDIARIES OF
FISHER SCIENTIFIC INTERNATIONAL INC.

and

JPMORGAN CHASE BANK,

as Collateral Agent

<<2218829.11>>

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Exhibit I Form of Supplement

GUARANTEE AND COLLATERAL AGREEMENT dated as of February 14, 2003, among FISHER SCIENTIFIC INTERNATIONAL INC., FISHER SCIENTIFIC COMPANY L.L.C., CERTAIN OTHER SUBSIDIARIES OF FISHER SCIENTIFIC INTERNATIONAL INC. and JPMORGAN CHASE BANK, as Collateral Agent.

Reference is made to the Credit Agreement dated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Fisher Scientific International Inc. (the "Company"), Fisher Scientific Company L.L.C. (the "Initial Borrower"), the Lenders party thereto and JPMorgan Chase Bank, as Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I.

Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Collateral Account" has the meaning assigned to such term in the Collateral Sharing Agreement.

"Company" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Excluded Contracts" means one or more General Intangibles, Copyright Licenses, Patent Licenses, Trademark Licenses or other contracts between any Grantor and one or more other Persons (other than the Company or a Subsidiary) that by their terms would be breached by the grant of the security interests created pursuant to the terms of this Agreement; provided that the term "Excluded Contracts" shall not include any rights for money due or to become due pursuant to any Excluded Contract.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"Grantors" means (i) the Company, (ii) the Initial Borrower, (iii) the Subsidiary Parties that are Domestic Loan Parties, (iv) FSWH Company LLC, as owner of all Equity Interests in FSI Receivables Company LLC, a Receivables

Subsidiary, but only for so long as it holds any such Equity Interests and (v) any Subsidiary that is not a Domestic Loan Party but that holds Equity Interests in FSI Receivables Company LLC or any other Receivables Subsidiary, but only for so long as such other Subsidiary holds any such Equity Interests.

"Guarantors" means (i) the Company, (ii) the Initial Borrower and (iii) the Subsidiary Parties that are Domestic Loan Parties other than any Foreign Subsidiary Holding Company.

"Initial Borrower" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Intercompany Debt" means any Indebtedness of the Company or any Subsidiary owing to any Grantor.

"Intercompany Note" means any promissory note or other instrument evidencing Intercompany Debt.

"License" means any Patent License, Trademark License, Copyright License, including those listed on Schedule III.

"Loan Document Obligations" means (a) the due and punctual payment by each Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates when prepayment is required under the Credit Agreement or otherwise, (ii) each payment required to be made by any Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of any Borrower to any of the Secured

Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense and reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual performance of all other obligations of each Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (a) Loan Document Obligations and (b) the due and punctual payment and performance of all obligations of the Company and any of its Subsidiaries under each Swap Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other certificated securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Restricted Collateral" means Collateral that constitutes a "Principal Property" or "shares of stock or indebtedness of any Restricted Subsidiary", in each case within the meaning of and as defined in the Senior Note Indenture.

"Secured Parties" means (a) the Administrative Agent, (b) the Collateral Agent, (c) the Lenders, (d) the Issuing Banks, (e) each counterparty to any Swap Agreement with the Company or any Subsidiary, the obligations under which constitute Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (g) solely with respect to Restricted Collateral, the Senior Note Trustee for the benefit of the holders of the Senior Note Obligations and (h) the successors and assigns of each of the foregoing.

"Security Interest" has the meaning assigned to such term in Section 4.01.

"Senior Note Indenture" means the Indenture dated as of December 5, 1995, between the Company and the Senior Note Trustee.

"Senior Note Obligations" means the due and punctual payment by the Company of the principal of, and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Senior Notes, when and as due, whether at maturity, by acceleration, upon one or more dates when prepayment is required under the Senior Notes Indenture or otherwise.

"Senior Notes" means the 7-1/8% senior notes due December 15, 2005, of the Company issued pursuant to the

Senior Note Indenture and outstanding on the Effective Date (or issued pursuant to the transfer or exchange of such senior notes outstanding on the Effective Date).

"Senior Note Trustee" means Mellon Bank, N.A. as Trustee under the Senior Note Indenture and any successor in such capacity.

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Grantor or a Guarantor after the Effective Date, but excluding any such Subsidiary that ceases to be a party to this Agreement in accordance with Section 7.15.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Triggering Event" has the meaning assigned to such term in the Collateral Sharing Agreement.

ARTICLE II

Guarantee

SECTION 2.01. Guarantee. Each Guarantor unconditionally and irrevocably guarantees, jointly with the

other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to any of the Borrowers or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of any Borrower or any other Person.

SECTION 2.03. No Limitations. (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise (other than a defense of payment or performance); (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the

indefeasible payment in full in cash of all the Obligations). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of any Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Loan Party, other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any Borrower or any other Loan Party or exercise any other right or remedy available to them against any Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of any Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by

virtue hereof, upon the failure of any Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, without duplication, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against any Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01. Pledge. As security for the payment or performance, as the case may be, in full of the Obligations and, subject to Section 5.06, the Senior Note Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests of any Material Subsidiary or Receivables Subsidiary directly owned by it and listed on Schedule II and any other Equity Interests in a Material Subsidiary or Receivables Subsidiary obtained in the future by such Grantor and the certificates, if any, representing all such Equity Interests (the "Pledged Stock"); provided that, subject to Section 5.15 of the Credit Agreement, the Pledged Stock shall not include more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary Holding Company or any Foreign Subsidiary; (b) all other property that may be

delivered to and held by the Collateral Agent pursuant to the terms of this Agreement; (c) subject to Section 3.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (d) subject to Section 3.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "Pledged Collateral"); subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. Delivery of the Pledged Collateral.

(a) Each Grantor agrees promptly to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities.

(b) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by the Pledged Stock and correctly sets forth all Equity Interests required to be pledged hereunder in order to satisfy the Collateral and Guarantee Requirement;

(b) the Pledged Stock has been duly and validly authorized and issued by the issuers thereof and is fully paid and nonassessable;

(c) except for the security interests granted hereunder, each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreement, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Agreement, Permitted Encumbrances and transfers made in compliance with the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and Permitted Encumbrances), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that would prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) no consent of any other Person (including stockholders, partners, members or creditors of any Grantor) and no consent or approval of any Governmental Authority (except with respect to the Pledged Stock in any Foreign Subsidiary to the extent consent or approval of a Governmental Authority is required by applicable law), any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect or the

failure of which to be obtained would not impair the pledge effected hereby or the rights or remedies of the Secured Parties); and

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement accompanied by stock powers or other instruments of transfer duly endorsed in blank, assuming the continuing possession of such Pledged Securities by the Collateral Agent, the Collateral Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations and, subject to Section 5.06, the Senior Note Obligations; provided that, in the case of Pledged Stock in any Foreign Subsidiary, the legality, validity or perfection of the lien thereon and security interest therein may also be subject to the laws of the jurisdiction where such Foreign Subsidiary is organized.

SECTION 3.04. Certification of Limited Liability Company and Limited Partnership Interests. Each interest in any limited liability company or limited partnership controlled by any Grantor and pledged hereunder shall be represented by a certificate, shall be a "security" within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC.

SECTION 3.05. Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent; provided that prior to the occurrence of a Default, the Collateral Agent shall not exercise its right to hold a Pledged Security in its name or the name of its nominee unless (a) such Pledged Security specifies the Collateral Agent or its nominee as the holder thereof when such security is delivered to the Collateral Agent or (b) the exercise of such right is necessary to create or perfect a security interest in Equity Interests of a Foreign Subsidiary or a Foreign Subsidiary Holding Company. Each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. Upon the occurrence and during the continuation of a Default, the Collateral Agent shall have the right to

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exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.06. Voting Rights, Dividends and Interest. (a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have notified the Grantors that their rights under this Section are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided that such rights and powers shall not be exercised in any manner that would materially and adversely impair any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall

be and become part of the Pledged Collateral, and, if received by any Grantor, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 3.06, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived and the applicable Grantor or Grantors have delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.06, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise

such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 3.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations and, subject to Section 5.06, the Senior Note Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of its right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):)

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;

- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Investment Property;
- (x) all Fixtures;
- (xi) all books and records pertaining to the Article 9 Collateral;
- (xii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and
- (xiii) the Collateral Account and all accounts or investments held therein or created thereunder.

Notwithstanding the foregoing, the term "Article 9 Collateral" shall not include (i) any Receivables or Related Security that, in each case, have been sold or otherwise transferred in connection with, or are subject to any Liens created pursuant to or in accordance with, any Permitted Receivables Financing, (ii) any Excluded Contracts, (iii) any Equipment that constitutes motor vehicles or that, as of the date hereof, is subject to a Lien set forth in Schedule 6.02 of the Credit Agreement but only to the extent that (and so long as) the terms of such Lien specifically prohibit the granting of a prior, pari passu or junior Lien and security interest in such Equipment, and then only so long as the obligations secured by such Lien remain outstanding after which time such Equipment shall be subject to the security interests and Liens created by this Agreement, (iv) subject to Section 5.15 of the Credit Agreement, more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary Holding Company or any Foreign Subsidiary, (v) Equity Interests in Immaterial Subsidiaries and (vi) any asset or property that is owned by a Grantor as of the date hereof or that is purchased or otherwise acquired (including through a Permitted Acquisition) in accordance with the terms of the Credit Agreement subject to an existing Lien permitted by Section 6.02 of the Credit Agreement or a contractual restriction if the terms of such Lien or contractual restriction would prohibit the grant of a Lien in such asset or property under this Agreement, so long as such Lien or contractual restriction has not been granted to and/or does not run to the benefit of any Loan Party or any Affiliate of any Loan Party and such restriction is permitted by Section 6.09 of the Credit Agreement.

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(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor and (ii) in the case of a financing statement filed as a fixture filing or covering Article 9 Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor as modified, delivered, prepared or supplemented from time to time by the Credit Agreement and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. Representations and Warranties.
The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Except for the Security Interest granted pursuant to this Agreement and the other Liens permitted to exist on such Grantor's Article 9 Collateral by the Credit Agreement, each Grantor has good and valid rights in and title to the Article 9 Collateral owned by it with respect to which it has

purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained or the failure of which to have been obtained would not impair the Security Interest or the rights or remedies of the Secured Parties.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete as of the Effective Date. The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate (or specified by notice from the Company to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.03(a) or 5.12 of the Credit Agreement) are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor shall ensure that a fully executed agreement in the form hereof and containing a description of all Article 9 Collateral consisting of Intellectual Property shall have been received so that the Collateral Agent may record such agreement as soon as

practicable after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and as soon as practicable after the execution of this Agreement with respect to United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than the filing of Uniform Commercial Code financing statements as described above and such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations and, subject to Section 5.06, the Senior Note Obligations, (ii) subject to the filings and recordings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) subject to the filings and recordings described in Section 4.02(b), a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations

thereunder, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Permitted Encumbrances that have priority as a matter of law and Liens expressly permitted to be prior to the Security Interest pursuant to clause (c), (d) or (e) of Section 6.02 of the Credit Agreement.

(d) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors hold any commercial tort claim in an amount reasonably estimated to exceed \$500,000 as of the Effective Date except as indicated on the Perfection Certificate.

SECTION 4.03. Covenants. (a) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(b) Each Grantor shall, at its own expense, take any and all actions necessary to defend title to the

Article 9 Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6:02 of the Credit Agreement.

(c) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith, but subject to the other terms of this Agreement (including the proviso in Section 4.05(e)). If any amount payable under or in connection with any of the Article 9 Collateral in excess of \$500,000 shall be or become evidenced by any promissory note or other instrument (other than Intercompany Notes), such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(d) The Collateral Agent and its representatives shall have the right, at the Collateral Agent's own cost and expense (unless a Default has occurred and is continuing, in which case the Grantors shall pay such expenses), to inspect the Article 9 Collateral, all records related thereto (and

to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.09 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting, in coordination with the applicable Grantor, Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification; provided that the Collateral Agent shall not be entitled to contact any such Account Debtor unless a Default has occurred and is continuing. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral in each case to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization except that, unless a Default has occurred and is continuing, no such tax, assessment, charge or levy need be paid or satisfied if the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor; provided, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account that is Article 9 Collateral, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record

unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

(g) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(h) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral, except as expressly permitted by the Credit Agreement, and each Grantor shall remain at all times in possession of the Article 9 Collateral owned by it, except that unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Article 9 Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Article 9 Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, agent, bailee, or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance reasonably satisfactory to the Collateral Agent, that such warehouseman, agent, bailee or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without further consent from the Grantor, and that such warehouseman, agent, bailee or processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

(i) None of the Grantors will, without the Collateral Agent's prior written consent, grant any

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extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, compromises, settlements, releases, credits or discounts granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(j) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to their Inventory and Equipment to the extent and in the manner provided in Section 5.07 of the Credit Agreement; provided that all policies or certificates with respect to such insurance (and any other insurance maintained by such Grantor) (i) shall be endorsed to the Collateral Agent's satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as additional insured and loss payee) and (ii) shall state that such insurance policies shall not be canceled or revised in any material respect without at least 10 Business Days prior written notice thereof by the insurer to the Collateral Agent. Certified copies of such policies or certificates shall be deposited with the Collateral Agent. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon

demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(k) Each Grantor shall maintain, in form and manner reasonably satisfactory to the Collateral Agent, records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto.

SECTION 4.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments included in the Article 9 Collateral (other than Intercompany Notes) evidencing an obligation in excess of \$500,000, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, if a Default has occurred and is continuing and at the request of the Collateral Agent, either (i) cause the depository bank to agree to comply at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor or any other Person, pursuant to an agreement reasonably satisfactory to the Collateral Agent, or (ii) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal, would occur. The provisions of this paragraph shall not apply to (A) any deposit account for which any Grantor, the depository bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent

for the specific purpose set forth therein, (B) deposit accounts for which the Collateral Agent is the depository and (C) deposit accounts subject to lockbox arrangements in connection with any Permitted Receivables Financing.

(c) Investment Property. Except to the extent otherwise provided in Article III, if any Grantor shall at any time hold or acquire any certificated securities (other than Intercompany Notes) with a face amount (in the case of debt securities) or fair market value (in the case of equity securities) of \$500,000 or more, such Grantor shall, within 10 Business Days, notify the Collateral Agent and, upon request of the Collateral Agent, promptly endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any Grantor shall at any time hold or acquire any uncertificated securities that are issued to such Grantor or its nominee directly by the issuer thereof and have a face amount (in the case of debt securities) or fair market value (in the case of equity securities) of \$500,000 or more, such Grantor shall, within 10 Business Days, notify the Collateral Agent and, upon request of the Collateral Agent, promptly either (i) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (ii) arrange for the Collateral Agent to become the registered owner of the securities. If any Grantor shall at any time hold any securities, whether certificated or uncertificated, or other investment property with a face amount (in the case of debt securities or other investment property in the nature of debt securities) or fair market value (in the case of equity securities or other investment property in the nature of equity securities) of \$500,000 or more, through a securities intermediary or commodity intermediary, such Grantor shall, within 10 Business Days, notify the Collateral Agent and, upon request of the Collateral Agent, promptly either (A) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such security entitlements, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (B) in the

case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary. The covenants and agreements of the Grantors contained in this subparagraph (c) shall not apply to Equity Interests in Immaterial Subsidiaries or, subject to Section 5.15 of the Credit Agreement, more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary Holding Company or any Foreign Subsidiary.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, in each case, securing or evidencing an obligation in excess of \$500,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under New York UCC Section 9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control,

for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter of Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor with a face amount in excess of \$500,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid to the applicable Grantor unless an Event of Default has occurred or is continuing.

(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim in an amount reasonably estimated to exceed \$500,000, the Grantor shall promptly notify the Collateral Agent thereof in a writing signed by such Grantor including a summary description of such claim and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

SECTION 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or omitting to do any act) whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue

to mark any products covered by a Patent that is material to the conduct of such Grantor's business with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent,

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Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable; provided that with respect to a Patent, Trademark or Copyright that is registered in a jurisdiction outside of the United States, the applicable Grantor shall only be required to evidence the Collateral Agent's security interest if the Collateral Agent so requests and if the cost of evidencing such security interest is not disproportionate to the value of such Patent, Trademark or Copyright.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if required of advisable in the exercise of good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if required of advisable in the exercise of good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Article 9 Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

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SECTION 4.06. Covenants Regarding Intercompany Debt. (a) Each Grantor agrees that, except for the Security Interest granted hereunder, it will not grant a security interest in or pledge any Intercompany Debt owing to it, including any Intercompany Debt that is evidenced by a promissory note or other instrument, and if such Intercompany Debt is evidenced by a promissory note or other instrument, such Grantor or the Company will retain physical possession of any such promissory note or other instrument.

(b) Each Grantor agrees that, if an Event of Default has occurred and is continuing and the Collateral Agent or any other Secured Party has begun to exercise rights or remedies under this Agreement, such Grantor will cause any Intercompany Debt owing to it to be evidenced by a promissory note or other instrument and shall deliver all such notes or other instruments to the Collateral Agent accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request.

ARTICLE V

Remedies; Certain Sharing Arrangements

SECTION 5.01. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default or a Triggering Event, each Grantor agrees to deliver each item of Article 9 Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and,

generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of the Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place

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fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and (unless such Collateral is not Restricted Collateral or the Senior Note Obligations are no longer outstanding at the time) may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default or Triggering Events shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. (a) The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in the order and manner specified in the Collateral Sharing Agreement.

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(b) The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds in accordance with the Collateral Sharing Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may only be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default or a Triggering Event; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the

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extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral if necessary under the Federal Securities Laws, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion and in conformity with applicable laws (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

SECTION 5.05. Registration. Each Grantor agrees that, upon the occurrence and during the continuance of an Event of Default or a Triggering Event, if for any reason the Collateral Agent desires to sell any of the Pledged Collateral at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Collateral. Each Grantor further agrees to indemnify,

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defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses to the Collateral Agent of legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any alleged untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Collateral by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of the Pledged Collateral under the Blue Sky or other securities laws of such states as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section 5.05. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.05 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 5.05 may be specifically enforced.

SECTION 5.06. Senior Note Obligations.

Notwithstanding anything to the contrary in this Agreement, (a) the Senior Note Obligations are secured solely by the Restricted Collateral and (b) the grant of any Lien on the Restricted Collateral to secure the Senior Note Obligations is solely intended to comply with Section 1010 of the Senior Note Indenture and shall be effective to the extent (and only to the extent) required by such Section.

SECTION 5.07. Security Interests of the Company.

Notwithstanding anything to the contrary in this Agreement, for the purposes of Article III and Article IV of this Agreement, the pledges and Security Interests granted by the Company in its capacity as a Grantor pursuant to this Agreement shall be deemed to secure only its obligations as a Guarantor under Article II of this Agreement and, if it is

a Borrower, its Obligations in its capacity as a Borrower; provided that the foregoing shall not apply if the Company becomes the Term Loan Borrower and assumes the obligations of the Initial Borrower under the Credit Agreement. Unless and until the Company becomes a Borrower under the Credit Agreement, nothing herein shall be construed as effecting any guarantee of Indebtedness of the Company by any Subsidiary.

ARTICLE VI

Indemnity, Subrogation and Subordination

SECTION 6.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), each Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of any Obligation of such Borrower, then such Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part an Obligation or Senior Note Obligation of such Borrower, then such Borrower shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. Contribution and Subrogation. Each Guarantor and Grantor (a "Contributing Party") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation or assets of any other Grantor shall be sold pursuant to any Security Document to satisfy any Obligation or Senior Note Obligation owed to any Secured Party and such other Guarantor or Grantor (the "Claiming Party") shall not have been fully indemnified by the applicable Borrower or Borrowers as provided in Section 6.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors and Grantors on the date hereof (or, in the case of any Guarantor or Grantor becoming a party hereto pursuant to Section 7.16, the date of the supplement hereto executed and delivered by such

Guarantor or Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Party under Section 6.01 to the extent of such payment.

SECTION 6.03. Subordination. (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors and Grantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of any Borrower or any Guarantor or Grantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor or Grantor with respect to its obligations hereunder, and each Guarantor and Grantor shall remain liable for the full amount of the obligations of such Guarantor or Grantor hereunder.

(b) Each Guarantor and Grantor hereby agrees that all Indebtedness and other monetary obligations owed by it to any other Guarantor, Grantor or any other Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to the Initial Borrower or any Subsidiary Party shall be given to it in care of the Company as provided in Section 10.01 of the Credit Agreement.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor and Guarantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from

the Credit Agreement, any other Loan Document or any other agreement or instrument (other than this Agreement), (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Guarantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full in cash of all the Obligations).

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other

Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor or Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.03 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor and each Guarantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.03 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto, or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnitee or any of its Related Parties.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor accompanied by an invoice or other summary of the amount or amounts payable.

SECTION 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided that the Collateral Agent agrees not to exercise such power unless an Event of Default or a Triggering Event shall have occurred and be continuing. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default or a Triggering Event, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Article 9 Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral; (d) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of Accounts Receivable to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a

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result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

SECTION 7.08. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.09. Waivers; Amendment. (a) No failure or delay by the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.02 of the Credit Agreement.

SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF

ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the

Collateral Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or Guarantor or its properties in the courts of any jurisdiction.

(b) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination or Release. (a) This Agreement, the Guarantees made herein, the Security Interest and all other security interests granted hereby shall terminate when all the Loan Document Obligations (other than unliquidated contingent liabilities in respect of indemnification obligations) have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Banks have no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder (including its guarantee, if any, pursuant to Article II) and the Security Interest in the Collateral owned by such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary; provided that the Required Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Subject to Section 6.12 of the Collateral Sharing Agreement, upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit

Agreement to any Person that is not a Grantor, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.02 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent, other than any warranty stating that the Security Interest created hereunder is, subject to any necessary filings or recordations, being terminated by such termination or release.

SECTION 7.16. Additional Subsidiaries. Pursuant to Section 5.12 of the Credit Agreement, each Domestic Loan Party that was not in existence or not a Domestic Loan Party on the Effective Date is required to enter in this Agreement as a Subsidiary Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Exhibit I hereto, such Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other Guarantor or Grantor hereunder. The rights and obligations of each Guarantor or Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Party as a party to this Agreement.

SECTION 7.17. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Subsidiary Party against any of and all the obligations of such Subsidiary Party now or hereafter existing under this agreement owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which such Lender may have.

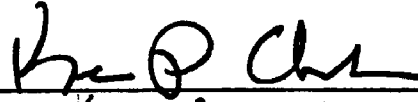
SECTION 7.18. Collateral Sharing Agreement. Each Grantor agrees to be bound by the terms of the Collateral Sharing Agreement and, without limiting the generality of the foregoing, expressly agrees that all obligations and liabilities of a "Grantor" thereunder apply to such Grantor with the same force and effect as if such Grantor were a signatory thereto. Article II of the Collateral Sharing Agreement shall apply to this Agreement and any actions taken or permitted to be taken by the Collateral Agent hereunder. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Collateral Sharing Agreement, the terms and conditions of the Collateral Sharing Agreement shall control.

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

FISHER SCIENTIFIC INTERNATIONAL
INC.,

by



Name: Kevin P. Clark

Title: Vice President and Chief financial officer

<<2210029>>

FISHER SCIENTIFIC COMPANY
L.L.C.,

by Fisher Scientific
International Inc.,
manager and sole member

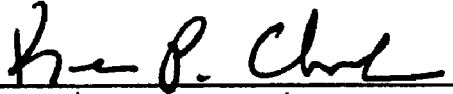
by *Kevin P. Clark*
Name: Kevin P. Clark
Title: Vice President and Chief Financial Officer

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TRADEMARK
REEL: 002883 FRAME: 0466

FISHER HAMILTON L.L.C.,

by Fisher Scientific
International Inc.,
manager and sole member

by 

Name: Kevin P. Clark

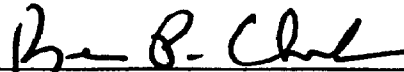
Title: Vice President and Chief Financial
Officer

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TRADEMARK
REEL: 002883 FRAME: 0467

COLE-PARMER INSTRUMENT
COMPANY,

by



Name: Kevin P. Clark

Title: Vice President and Treasurer

<<2218829>>

TRADEMARK
REEL: 002883 FRAME: 0468

FISHER CLINICAL SERVICES INC.,

by

Kevin P. Clark

Name: Kevin P. Clark

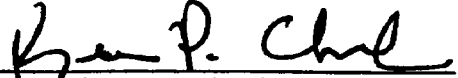
Title: Vice President and Treasurer

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TRADEMARK
REEL: 002883 FRAME: 0469

FISHER SCIENTIFIC WORLDWIDE
INC.,

by



Name: Kevin P. Clark

Title: Treasurer

<<2210029>>

TRADEMARK
REEL: 002883 FRAME: 0470

FSWH COMPANY LLC,

by



Name: Kevin P. Clark

Title: Vice President and Treasurer

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JPMORGAN CHASE BANK,
as Collateral Agent,

by



Name:

Title:

BRUCE BORDEN
VICE PRESIDENT

<<2218829>>

TRADEMARK
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TRADEMARK
REEL: 002883 FRAME: 0473

SCHEDULE I
to the Guarantee and
Collateral Agreement

INITIAL SUBSIDIARY PARTIES

Cole-Parmer Instrument Company
Fisher Clinical Services Inc.
Fisher Hamilton L.L.C.
Fisher Scientific Worldwide Inc.
FSWH Company LLC

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TRADEMARK
REEL: 002883 FRAME: 0474

**Schedule II
TO THE
GUARANTEE AND COLLATERAL AGREEMENT
EQUITY INTERESTS**

| Issuer | Number of Certificate | Record Owner | Number of Shares and Class of Equity Interest | Percentage of Total Equity Interests Pledged |
|---|------------------------------|---|--|---|
| Fisher Scientific Worldwide Inc. | 1 | Fisher Scientific International Inc. | 1,000/Common | 100% |
| Fisher Scientific Company L.L.C. | 2 | Fisher Scientific International Inc. | 100% Membership Interest | 100% |
| Fisher Hamilton L.L.C. | 1 | Fisher Scientific International Inc. | 100% Membership Interest | 100% |
| Fisher Clinical Services Inc. | C2 | Fisher Scientific Company L.L.C. | 930,000/Common | 100% |
| Cole-Parmer Instrument Company | 58 | Fisher Clinical Services Inc. | 345,400 | 100% |
| FSI Receivables Company LLC | No Number | FSWH Company LLC | 100% Limited Liability Company Interest | 100% |

TRADEMARK
REEL: 002883 FRAME: 0477

SCHEDULE III
TO THE
GUARANTEE AND COLLATERAL AGREEMENT

)
INTELLECTUAL PROPERTY

FISHER SCIENTIFIC INTERNATIONAL INC.
 INTELLECTUAL PROPERTY - COPYRIGHTS

| TITLE | REG. NO. | REG. DATE | NATURE OF WORK | RECORD OWNER |
|---|--------------|-----------|----------------|-------------------------------------|
| FISHER CHEMICAL INDEX: INCLUDING NEW U S P IN F I F C GRADE CHEMICALS | TX-1-006-101 | 10/14/82 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SCIENTIFIC: APPARATUS, CHEMICALS, FURNITURE AND SUPPLIES FOR INDUSTRIAL, CLINICAL, COLLEGE, AND GOVERNMENT LABORATORIES | TX-646-768 | 12/04/80 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| REVIEW OF THE BLOOD GASES: A PROGRAMMED TEXT | TX-96-856 | 06/01/82 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER CHEMICAL INDEX | TX-656-979 | 12/04/80 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| PERIODIC CHART OF THE ELEMENTS | TX-184-085 | 01/30/79 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SAFETY MANUAL | TX-232-019 | 04/20/79 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SAFETY MANUAL | TX-232-018 | 04/20/79 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SCIENTIFIC COMPANY: APPARATUS, CHEMICALS, FURNITURE AND SUPPLIES FOR INDUSTRIAL, CLINICAL, COLLEGE, AND GOVERNMENT LABORATORIES: CATALOG | TX-412-473 | 12/21/78 | CATALOG | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER EDUCATIONAL MATERIALS DICATION CATALOG | TX-161-881 | 12/21/78 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SPECIALITIES | TX-179-441 | 12/21/78 | | FISHER SCIENTIFIC COMPANY L.L.C. |

[In general, Fisher doesn't have copyrighted materials. To the extent Fisher creates copyrightable materials, current laws do not require the registration of these materials. Fisher's practice is not to register copyrights.]

FISHER SCIENTIFIC INTERNATIONAL INC.
 INTELLECTUAL PROPERTY - COPYRIGHTS

| TITLE | REG. NO. | REG. DATE | NATURE OF WORK | RECORD OWNER |
|---|--------------|-----------|---|-------------------------------------|
| A2 APARATUS | TXu-755-960 | 08/22/00 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| EMERGENCY PREPAREDNESS PLAN | TXu-674-488 | 11/09/98 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| WIN WITH SEC YOUR ... PERSONAL HANDBOOK TO SAFETY | TX 4-799-491 | 06/22/98 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| CORNERSTONE, 4.1 | TXu-836-206 | 01/30/98 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| SUPPLYLINK: VERSION 2.1 | TXu-179-441 | 04/08/96 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| REQUISITION INVENTORY MANAGEMENT SYSTEM (rims) PROGRAM | TXu-595-288 | 09/19/95 | COMPUTER PROGRAM | FISHER SCIENTIFIC COMPANY L.L.C. |
| MSDS | TXu-691-101 | 08/03/95 | COMPUTER PROGRAM | FISHER SCIENTIFIC COMPANY L.L.C. |
| DB-CVU FOR WINDOWS DATA BASE- CHROMATOGRAM VIEWING UTILITY | TXu-663-328 | 12/02/94 | SOFTWARE | FISHER SCIENTIFIC COMPANY L.L.C. |
| CMS INTERACT | TX-2-798-224 | 04/16/90 | WORKS OF A NONDRAMATIC LITERARY NATURE | FISHER SCIENTIFIC COMPANY L.L.C. |
| CHEMALERT: THE CHEMICAL LABEL THAT MAKES SAFETY INSTANTLY CLEAR | TX-2-767-382 | 09/29/89 | WORKS OF A NONDRAMATIC LITERARY NATURE | FISHER SCIENTIFIC COMPANY L.L.C. |
| CHEMALERT: THE CHEMICAL LABEL THAT MAKES SAFETY INSTANTLY CLEAR | TX-2-722-281 | 09/28/89 | WALL CHART | FISHER SCIENTIFIC COMPANY L.L.C. |
| ORDER QUOTATION SYSTEM USER'S GUIDE | TXu-306-260 | 12/09/87 | WORKS OF A NONDRAMATIC LITERARY NATURE | FISHER SCIENTIFIC COMPANY L.L.C. |
| LABTRAK: KEYBOARD TO EFFECTIVE TIME AND DATA MANAGEMENT | TX-1-310-438 | 02/21/84 | WORKS OF A NONDRAMATIC LITERARY NATURE | FISHER SCIENTIFIC COMPANY L.L.C. |
| CONTEMPORARY LABORATORY FURNITURE | TX-1-154-455 | 07/21/83 | WORKS OF A NONDRAMATIC LITERARY NATURE | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SAFETY MANUAL | TX-987-169 | 10/04/82 | | FISHER SCIENTIFIC COMPANY L.L.C. |
| FISHER SCIENTIFIC: APPARATUS, CHEMICALS, FURNITURE AND SUPPLIES FOR INDUSTRIAL, CLINICAL, COLLEGE, AND GOVERNMENT LABORATORIES | TX-987-170 | 10/04/82 | | FISHER SCIENTIFIC COMPANY L.L.C. |

Cole-Parmer Instrument Company

Patent Report by Country
Status: ACTIVE

Printed: 1/27/2003 Page 1

| TITLE | REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
|-------|------------|-------|---------|--------|---------|--------|
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CANADA

IMPROVED PERISTALTIC PUMP

| | | | | | | |
|------------|----------|-----------|--|--|--|---------|
| 66006-0257 | 6/5/1995 | 2,195,871 | | | | PENDING |
|------------|----------|-----------|--|--|--|---------|

METHOD AND APPARATUS FOR VERIFYING ACCURACY OF AN INFRARED THERMOMETER

| | | | | | | |
|------------|------------|-----------|--|--|--|---------|
| 66006-0267 | 11/19/2001 | 2,383,174 | | | | PENDING |
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PERISTALTIC PUMP

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| 66006-0228 | 6/22/1988 | 570,121 | 7/9/1991 | 1,285,820 | | ISSUED |
| 66006-0236 | 8/1/1991 | 2,048,287 | 9/17/2002 | 2,048,287 | | ISSUED |
| 66006-0250 | 9/14/1994 | 2,132,070 | | | | PENDING |

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION

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|------------|-----------|-----------|--|--|--|-----------|
| 66006-0244 | 9/28/1993 | 2,123,695 | | | | PUBLISHED |
|------------|-----------|-----------|--|--|--|-----------|

PUMP WITH REMOVABLE CARTRIDGES

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|------------|-----------|---------|-----------|-----------|--|--------|
| 66006-0222 | 4/20/1989 | 597,302 | 12/31/199 | 1,293,648 | | ISSUED |
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FRANCE

DRESSING AND CONDIMENTS DISPENSER

| | | | | | | |
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| 66006-0221 | 4/17/1984 | 841733 | 4/17/1984 | 841733 | | ISSUED |
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IMPROVED PERISTALTIC PUMP

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| 66006-0258 | 6/5/1995 | 95923708.2 | 5/6/1999 | 0774075 | | ISSUED |
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PERISTALTIC PUMP

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| 66006-0229 | 6/24/1988 | 88305841.4 | 3/18/1992 | 0300625 | | ISSUED |
| 66006-0237 | 8/19/1991 | 91307628.7 | 2/28/1996 | 0473348 | | ISSUED |
| 66006-0251 | 9/19/1994 | 94306818.9 | 1/12/2000 | 0648509 | | ISSUED |

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION

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| 66006-0245 | 9/28/1993 | 93923158.5 | 1/29/1997 | 0619859 | | ISSUED |
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PUMP WITH REMOVABLE CARTRIDGES

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| 66006-0223 | 4/19/1989 | 89303859.6 | 2/3/1993 | 0339857 | | ISSUED |
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GERMANY

IMPROVED PERISTALTIC PUMP

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| 66006-0259 | 6/5/1995 | 69509533 | 5/6/1999 | 0774075 | | ISSUED |
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PERISTALTIC PUMP

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| 66006-0238 | 8/19/1991 | 69117393 | 2/28/1996 | 0473348 | | ISSUED |
| 66006-0252 | 9/19/1994 | 69422577 | 1/12/2000 | 0648509 | | ISSUED |

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION

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| 66006-0246 | 9/28/1993 | 69307867 | 1/29/1997 | 0619859 | | ISSUED |
|------------|-----------|----------|-----------|---------|--|--------|

PUMP WITH REMOVABLE CARTRIDGES

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|------------|-----------|-----------|----------|---------|--|--------|
| 66006-0224 | 4/19/1989 | P68904684 | 2/3/1993 | 0339857 | | ISSUED |
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| TITLE | REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
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ITALY**IMPROVED PERISTALTIC PUMP**

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|------------|----------|------------|----------|---------|--------|
| 66006-0260 | 6/5/1995 | 95923708.2 | 5/6/1999 | 0774075 | ISSUED |
|------------|----------|------------|----------|---------|--------|

PERISTALTIC PUMP

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|------------|-----------|------------|-----------|---------|--------|
| 66006-0231 | 6/24/1988 | 88305841.4 | 3/18/1992 | 0300625 | ISSUED |
| 66006-0239 | 8/19/1991 | 91307628.7 | 2/28/1996 | 0473348 | ISSUED |
| 66006-0253 | 9/19/1994 | 94306818.9 | 1/12/2000 | 0648509 | ISSUED |

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION

| | | | | | |
|------------|-----------|------------|-----------|---------|--------|
| 66006-0247 | 9/28/1993 | 93923158.5 | 1/29/1997 | 0619859 | ISSUED |
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PUMP WITH REMOVABLE CARTRIDGES

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|------------|-----------|-----------|-----------|---------|--------|
| 66006-0225 | 4/19/1989 | 52442BE92 | 2/12/1999 | 0339857 | ISSUED |
|------------|-----------|-----------|-----------|---------|--------|

JAPAN**PERISTALTIC PUMP**

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|------------|-----------|------------|-----------|---------|---------|
| 66006-0232 | 6/27/1988 | 159038/88 | 5/19/2000 | 3068132 | ISSUED |
| 66006-0233 | 6/27/1988 | 2000-14878 | 4/13/2001 | 3179453 | ISSUED |
| 66006-0254 | 9/20/1994 | 225180/94 | | | PENDING |

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION

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|------------|-----------|-----------|--|--|---------|
| 66006-0268 | 9/28/1993 | 509276/94 | | | PENDING |
|------------|-----------|-----------|--|--|---------|

PUMP WITH REMOVABLE CARTRIDGES

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|------------|-----------|-----------|-----------|---------|--------|
| 66006-0226 | 4/26/1989 | 107086/89 | 2/12/1999 | 2885416 | ISSUED |
|------------|-----------|-----------|-----------|---------|--------|

NETHERLANDS**PERISTALTIC PUMP**

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|------------|-----------|------------|-----------|---------|--------|
| 66006-0240 | 8/19/1991 | 91307628.7 | 2/28/1996 | 0473348 | ISSUED |
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SWEDEN**PERISTALTIC PUMP**

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|------------|-----------|------------|-----------|---------|--------|
| 66006-0241 | 8/19/1991 | 91307628.7 | 2/28/1996 | 0473348 | ISSUED |
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SWITZERLAND**IMPROVED PERISTALTIC PUMP**

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|------------|----------|------------|----------|---------|--------|
| 66006-0262 | 6/5/1995 | 95923708.2 | 5/6/1999 | 0774075 | ISSUED |
|------------|----------|------------|----------|---------|--------|

PERISTALTIC PUMP

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|------------|-----------|------------|-----------|---------|--------|
| 66006-0242 | 8/19/1991 | 91307628.7 | 2/28/1996 | 0473348 | ISSUED |
| 66006-0255 | 9/19/1994 | 94306818.9 | 1/12/2000 | 0648509 | ISSUED |

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION

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|------------|-----------|------------|-----------|---------|--------|
| 66006-0248 | 9/28/1993 | 93923158.5 | 1/29/1997 | 0619859 | ISSUED |
|------------|-----------|------------|-----------|---------|--------|

UNITED KINGDOM**IMPROVED PERISTALTIC PUMP**

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|------------|----------|------------|----------|---------|--------|
| 66006-0263 | 6/5/1995 | 95923708.2 | 5/6/1999 | 0774075 | ISSUED |
|------------|----------|------------|----------|---------|--------|

PERISTALTIC PUMP

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|------------|-----------|------------|-----------|---------|--------|
| 66006-0234 | 6/24/1988 | 88305841.4 | 3/18/1992 | 0300625 | ISSUED |
| 66006-0243 | 8/19/1991 | 91307628.7 | 2/28/1996 | 0473348 | ISSUED |
| 66006-0256 | 9/19/1994 | 94306818.9 | 1/12/2000 | 0648509 | ISSUED |

TITLE
 REFERENCE# FILED SERIAL# ISSUED PATENT# STATUS

UNITED KINGDOM continued . . .

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION
 66006-0249 9/28/1993 93923158.5 1/29/1997 0619859 ISSUED

PUMP WITH REMOVABLE CARTRIDGES
 66006-0227 4/19/1989 89303859.6 0339857 ISSUED

UNITED STATES

BENCH TOP LIQUID TEST METER
 66006-0021 7/6/1995 29/041,120 7/16/1996 D371,748 ISSUED

CONTROL METHOD AND APPARATUS FOR PERISTALTIC FLUID PUMP
 66006-0006 12/14/1984 06/682,031 12/29/198 4,715,786 ISSUED

DISPENSER HAVING A FLEXIBLE FLUID CONTAINER AND A ROTOR COMPRESSIBLE FLUID DISCHARGE TUBE
 66006-0005 2/13/1984 06/579,381 9/1/1987 4,690,307 ISSUED

FLOWMETER WITH IMPROVED END STOPS
 66006-0016 8/9/1994 08/287,728 4/16/1996 5,507,190 ISSUED

HAND-HELD WATERPROOF LIQUID TESTING METER
 66006-0020 7/6/1995 29/041,121 7/9/1996 D371,517 ISSUED

LIQUID TEST METER
 66006-0019 11/2/1993 29/014,882 1/31/1995 D354,921 ISSUED

MAGNETIC RELUCTANCE FLOWMETER
 66006-0017 4/5/1995 08/417,106 5/28/1996 5,520,058 ISSUED

METHOD AND APPARATUS FOR VERIFYING ACCURACY OF AN INFRARED THERMOMETER
 66006-0266 11/19/2001 09/992,318 PENDING

METHOD OF CALIBRATING AND DETERMINING THE ROTATIONAL AND FLUID DELIVERY VELOCITIES OF A PERISTALTIC FLUID PUMP

66006-0007 12/18/1987 07/134,832 3/20/1990 4,910,682 ISSUED

PERISTALTIC PUMP

66006-0004 6/15/1984 06/620,906 11/12/198 4,552,516 ISSUED
 66006-0008 6/26/1987 07/066,759 3/21/1989 4,813,855 ISSUED
 66006-0012 8/28/1990 07/573,904 1/21/1992 5,082,429 ISSUED
 66006-0013 9/20/1993 08/123,807 1/10/1995 5,380,173 ISSUED
 66006-0014 8/5/1994 08/286,884 11/21/199 5,468,129 ISSUED
 66006-0015 5/24/1995 08/448,853 1/9/1996 5,482,447 ISSUED
 66006-0264 10/23/2000 09/698,813 12/17/200 6,494,693 ISSUED

PERISTALTIC PUMP HAVING INDEPENDENTLY ADJUSTABLE CARTRIDGES
 66006-0009 4/29/1988 07/188,286 12/12/198 4,886,431 ISSUED

PERISTALTIC PUMP HAVING MEANS FOR REDUCING FLOW PULSATION
 66006-0010 10/2/1992 07/955,925 11/2/1993 5,257,917 ISSUED

PERISTALTIC PUMP HAVING VARIABLE OCCLUSION RATES
 66006-0002 11/17/1983 06/552,760 5/28/1985 4,519,754 ISSUED

SUPPORT STAND
 66006-0235 9/5/1990 29/577,912 1/26/1993 D332,738 ISSUED

| TITLE | REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
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UNITED STATES continued . . .

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|--|------------|-----------|------------|-----------|----------|--------|
| TEST INSTRUMENT FOR MEASURING PROPERTIES OF LIQUIDS | 66006-0018 | 7/31/1992 | 29/922,968 | 4/19/1994 | D346,123 | ISSUED |
|--|------------|-----------|------------|-----------|----------|--------|

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|---|------------|-----------|------------|-----------|----------|--------|
| TEST INSTRUMENTS FOR MEASURING PROPERTIES OF LIQUIDS | 66006-0022 | 10/6/1998 | 29/094,591 | 11/23/199 | D416,821 | ISSUED |
|---|------------|-----------|------------|-----------|----------|--------|

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|---------------------------|------------|------------|------------|----------|-----------|--------|
| TUBING LOADING KEY | 66006-0003 | 10/11/1983 | 06/540,806 | 7/9/1985 | 4,527,323 | ISSUED |
|---------------------------|------------|------------|------------|----------|-----------|--------|

WIPO

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|-------------------------|------------|-----------|----------------|--|--|-----------|
| PERISTALTIC PUMP | 66006-0265 | 10/3/2001 | PCT/US01/30950 | | | PUBLISHED |
|-------------------------|------------|-----------|----------------|--|--|-----------|

END OF REPORT

TOTAL ITEMS SELECTED = 67

FISHER CLINICAL SERVICES

Patent Report by Country
Status: ACTIVE

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| TITLE | REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
|-------|------------|-------|---------|--------|---------|--------|
|-------|------------|-------|---------|--------|---------|--------|

EUROPEAN

CHILD RESISTANT PRODUCT PACKAGE
66012-0002

MAILED

UNITED STATES

CHILD-RESISTANT PRODUCT PACKAGE
66012-0003 6/30/2000 09/609,719

2/26/2002 6,349,831 ISSUED

WIPO

CHILD RESISTANT PRODUCT PACKAGE
66012-0001 6/29/2001 PCT/US01/21094

PUBLISHED

END OF REPORT

TOTAL ITEMS SELECTED = 3

Fisher Hamilton LLC.

Printed: 1/27/2003 Page 1

Patent Report by Country
Status: ACTIVE

| TITLE | REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
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|-------|------------|-------|---------|--------|---------|--------|

CANADA

| | | | | | | |
|--|------------|----------|-----------|----------|-----------|--------|
| FUME HOOD WITH ADJUSTABLE BAFFLE ASSEMBLY | 65863-0017 | 3/9/1993 | 2,091,285 | 5/4/1999 | 2,091,285 | ISSUED |
|--|------------|----------|-----------|----------|-----------|--------|

| | | | | | | |
|---------------------------------------|------------|-----------|-----------|--|--|---------|
| FUME HOOD WITH AIR FOIL MEMBER | 65863-0009 | 1/30/1995 | 2,141,356 | | | PENDING |
|---------------------------------------|------------|-----------|-----------|--|--|---------|

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|--|------------|----------|-----------|-----------|-----------|--------|
| FUME HOOD WITH BAFFLE CONTROL LINKAGE | 65863-0015 | 3/9/1993 | 2,091,284 | 11/9/1999 | 2,091,284 | ISSUED |
|--|------------|----------|-----------|-----------|-----------|--------|

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|---|------------|-----------|-----------|-----------|-----------|--------|
| FUME HOOD WITH COUNTERBALANCE SYSTEM | 65863-0006 | 7/25/1996 | 2,182,107 | 1/22/2002 | 2,182,107 | ISSUED |
|---|------------|-----------|-----------|-----------|-----------|--------|

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|--|------------|----------|-----------|----------|-----------|--------|
| FUME HOOD WITH PANEL RETENTION SYSTEM | 65863-0013 | 3/9/1993 | 2,091,283 | 8/3/1999 | 2,091,283 | ISSUED |
|--|------------|----------|-----------|----------|-----------|--------|

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|---|------------|-----------|-----------|--|--|---------|
| FUME HOOD WITH ROTATABLE AIRFOIL | 65863-0073 | 3/25/2002 | 2,378,784 | | | PENDING |
|---|------------|-----------|-----------|--|--|---------|

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|---------------|------------|----------|-----------|-----------|-------|--------|
| HANDLE | 65863-0056 | 6/5/2000 | 2000-1437 | 4/30/2001 | 92277 | ISSUED |
|---------------|------------|----------|-----------|-----------|-------|--------|

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|--------------------------|------------|----------|-----------|--|--|---------|
| LATCHING ASSEMBLY | 65863-0055 | 6/5/2000 | 2,310,941 | | | PENDING |
|--------------------------|------------|----------|-----------|--|--|---------|

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|---|------------|-----------|-----------|-----------|-----------|--------|
| SAFETY CABINET FOR EVACUATING BIOLOGICALLY HAZARDOUS MATERIALS | 65863-0002 | 2/25/1999 | 2,262,130 | 8/11/2000 | 2,262,130 | ISSUED |
|---|------------|-----------|-----------|-----------|-----------|--------|

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|------------------------------|------------|------------|-----------|--|--|---------|
| WALL SUPPORT ASSEMBLY | 65863-0011 | 10/12/1995 | 2,160,405 | | | PENDING |
|------------------------------|------------|------------|-----------|--|--|---------|

JAPAN

| | | | | | | |
|---|------------|-----------|-----------|-----------|---------|--------|
| CLAMP ASSEMBLY AND INSTALLING METHOD THEREOF | 65863-0025 | 1/13/1989 | 01-005030 | 7/10/1996 | 2071454 | ISSUED |
|---|------------|-----------|-----------|-----------|---------|--------|

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|--|------------|----------|-----------|----------|---------|--------|
| COUPLING DEVICE FOR HOLLOW STRUCTURAL MEMBERS | 65863-0029 | 3/5/1992 | 04-048222 | 5/9/1997 | 2647300 | ISSUED |
|--|------------|----------|-----------|----------|---------|--------|

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|--|------------|-----------|-----------|-----------|---------|--------|
| FUME HOOD WITH BAFFLE CONTROL LINKAGE | 65863-0030 | 6/30/1993 | 05-161875 | 11/7/1996 | 2577862 | ISSUED |
|--|------------|-----------|-----------|-----------|---------|--------|

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|---|------------|------------|-----------|--|--|-----------|
| FUME HOOD WITH COUNTERBALANCE SYSTEM | 65863-0007 | 10/14/1996 | 08-270902 | | | PUBLISHED |
|---|------------|------------|-----------|--|--|-----------|

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|--|------------|-----------|-----------|-----------|---------|--------|
| FUME HOOD WITH PANEL RETENTION SYSTEM | 65863-0047 | 6/30/1993 | 05-161873 | 5/16/1997 | 2651107 | ISSUED |
|--|------------|-----------|-----------|-----------|---------|--------|

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|---|------------|-----------|-----------|-----------|---------|--------|
| VENTILATING HOOD WITH ADJUSTABLE BAFFLE ASSEMBLY | 65863-0032 | 6/30/1993 | 05-161874 | 11/7/1996 | 2577861 | ISSUED |
|---|------------|-----------|-----------|-----------|---------|--------|

UNITED STATES

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|--------------------------------------|------------|-----------|------------|-----------|-----------|--------|
| ADJUSTABLE TABLE LEG ASSEMBLY | 65863-0022 | 9/22/1986 | 06/909,688 | 5/26/1987 | 4,667,605 | ISSUED |
|--------------------------------------|------------|-----------|------------|-----------|-----------|--------|

| TITLE | REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
|--|------------|------------|------------|-----------|-----------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | |
| BIOLOGICAL SAFETY CABINET | 65863-0054 | 2/11/1999 | 09/247,830 | | | PENDING |
| CABLE GUIDE STRUCTURE FOR OFFICE LANDSCAPE SYSTEM | 65863-0001 | 6/8/1998 | 09/093,251 | 10/3/2000 | 6,125,800 | ISSUED |
| CANTILEVER ARM ASSEMBLY FOR MODULAR FURNITURE | 65863-0033 | 6/5/1986 | 06/870,888 | 10/20/198 | 4,700,916 | ISSUED |
| CLAMP ASSEMBLY AND METHOD FOR INSTALLING THE ASSEMBLY | 65863-0034 | 1/15/1988 | 07/144,251 | 5/2/1989 | 4,826,117 | ISSUED |
| CLAMP FOR CONNECTING MODULAR FURNITURE COMPONENTS | 65863-0035 | 12/10/1987 | 07/128,686 | 7/11/1989 | 4,846,431 | ISSUED |
| CONNECTION FOR HOLLOW STRUCTURAL MEMBERS | 65863-0036 | 3/5/1991 | 07/665,327 | 4/20/1993 | 5,203,135 | ISSUED |
| CORNER POST ASSEMBLY | 65863-0037 | 12/10/1987 | 07/128,687 | 2/21/1989 | 4,805,365 | ISSUED |
| FRAME ASSEMBLY FOR SUPPORTING A FURNITURE NETWORK | 65863-0004 | 6/8/1998 | 09/093,560 | 2/29/2000 | 6,029,832 | ISSUED |
| FUME HOOD APPARATUS | 65863-0038 | 8/9/1990 | 07/564,789 | 10/15/199 | 5,056,422 | ISSUED |
| FUME HOOD WITH ADJUSTABLE BAFFLE ASSEMBLY | 65863-0016 | 9/18/1992 | 07/947,783 | 8/2/1994 | 5,334,089 | ISSUED |
| FUME HOOD WITH AIR CHAMBER | 65863-0018 | 8/3/2001 | 09/922,037 | 1/14/2003 | 6,506,109 | ISSUED |
| FUME HOOD WITH AIR CHAMBER AND PRESSURE PIPE | 65863-0061 | 12/11/2001 | 10/013,392 | | | PENDING |
| FUME HOOD WITH AIR FOIL MEMBER | 65863-0008 | 1/20/1995 | 08/371,948 | 9/17/1996 | 5,556,331 | ISSUED |
| FUME HOOD WITH ALARM SYSTEM | 65863-0071 | 4/19/2002 | 10/126,285 | | | PENDING |
| FUME HOOD WITH BAFFLE CONTROL LINKAGE | 65863-0014 | 9/18/1992 | 07/948,949 | 1/3/1995 | 5,378,195 | ISSUED |
| FUME HOOD WITH IMPROVED COUNTERBALANCE SYSTEM | 65863-0005 | 2/5/1996 | 08/596,656 | 11/18/199 | 5,688,168 | ISSUED |
| FUME HOOD WITH MULTIFUNCTIONAL SASH LOCK | 65863-0040 | 9/26/1988 | 07/248,642 | 5/16/1989 | 4,829,887 | ISSUED |
| FUME HOOD WITH PANEL RETENTION SYSTEM | 65863-0012 | 2/14/1994 | 08/195,909 | 5/9/1995 | 5,413,408 | ISSUED |
| FUME HOOD WITH ROTATABLE AIRFOIL | 65863-0019 | 12/11/2001 | 10/014,675 | | | PENDING |
| FUME HOOD WITH STEP BAFFLES | 65863-0041 | 7/28/1987 | 07/078,594 | 11/22/198 | 4,785,722 | ISSUED |

| TITLE REFERENCE# | FILED | SERIAL# | ISSUED | PATENT# | STATUS |
|--|------------|------------|-----------|-----------|-----------|
| UNITED STATES continued . . . | | | | | |
| GUIDED TABLETOP PLATFORM | | | | | |
| 35863-0020 | 9/22/1986 | 06/910,449 | 3/22/1988 | 4,732,089 | ISSUED |
| HANDLE | | | | | |
| 35863-0051 | 4/28/2000 | 29/122,560 | 5/29/2001 | D442,846 | ISSUED |
| LATCHING ASSEMBLY | | | | | |
| 65863-0042 | 4/28/2000 | 09/561,242 | 8/13/2002 | 6,431,615 | ISSUED |
| 65863-0074 | 5/14/2002 | 10/145,252 | | | PUBLISHED |
| MOVEABLE WALL SYSTEM THAT ALLOWS QUICK AND EASY CONNECTION TO CEILINGS OR OTHER STRUCTURAL BODIES | | | | | |
| 65863-0003 | 9/30/1997 | 08/941,017 | 9/12/2000 | 6,115,978 | ISSUED |
| PARTITION WITH ENCLOSURE | | | | | |
| 65863-0021 | 12/26/1990 | 07/634,773 | 1/21/1992 | 5,081,808 | ISSUED |
| WALL SUPPORT ASSEMBLY | | | | | |
| 65863-0010 | 8/1/1996 | 08/692,882 | 6/17/1997 | 5,638,644 | ISSUED |

END OF REPORT

TOTAL ITEMS SELECTED = 44

| TITLE REFERENCE# | FILED | SERIAL# | ISSUED | PATENT | STATUS |
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ISHER SCIENTIFIC COMPANY

BELGIUM

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|--|----------|------------|-----------|---------|--------|
| ALIGNED SLIDEHOLDER AND ASSEMBLY 65123-1997 | 8/6/1990 | 90308636.1 | 6/22/1994 | 0414405 | ISSUED |
|--|----------|------------|-----------|---------|--------|

CANADA

| | | | | | |
|---|-----------|---------|----------|-----------|--------|
| COMBINATION pH/REFERENCE ELECTRODE WITH IMPROVED TEMPERATURE RESPONSE 65123-2003 | 11/6/1985 | 494,706 | 9/1/1987 | 1,226,333 | ISSUED |
|---|-----------|---------|----------|-----------|--------|

| | | | | | |
|--|-----------|-----------|-----------|-----------|--------|
| ALIGNED SLIDEHOLDER ASSEMBLY 65123-2006 | 6/13/1990 | 2,018,872 | 4/23/1996 | 2,018,872 | ISSUED |
|--|-----------|-----------|-----------|-----------|--------|

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|---|------------|-----------|--|--|---------|
| AUTOMATED SLIDE STAINING SYSTEM 65123-1903 | 10/18/1995 | 2,227,791 | | | PENDING |
|---|------------|-----------|--|--|---------|

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|--|-----------|---------|----------|-----------|--------|
| SCINTILLATION APPARATUS AND METHOD WITH SURFACE-COATED POLYETHYLENE SAMPLE VESSELS 65123-2002 | 6/16/1986 | 511,654 | 4/5/1988 | 1,234,930 | ISSUED |
|--|-----------|---------|----------|-----------|--------|

EUROPEAN

| | | | | | |
|--|----------|------------|-----------|---------|--------|
| ALIGNED SLIDEHOLDER AND SLIDE ASSEMBLY 65123-1996 | 8/6/1990 | 90308636.1 | 6/22/1994 | 0414405 | ISSUED |
|--|----------|------------|-----------|---------|--------|

FRANCE

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|--|----------|------------|-----------|---------|--------|
| ALIGNED SLIDEHOLDER AND ASSEMBLY 65123-1998 | 8/6/1990 | 90308636.1 | 6/22/1994 | 0414405 | ISSUED |
|--|----------|------------|-----------|---------|--------|

GERMANY

| | | | | | |
|--|----------|------------|-----------|------------|--------|
| ALIGNED SLIDEHOLDER AND ASSEMBLY 65123-1999 | 8/6/1990 | 69010114.7 | 6/22/1994 | 69010114.7 | ISSUED |
|--|----------|------------|-----------|------------|--------|

JAPAN

| | | | | | |
|----------------------------------|-----------|-----------|------------|--------|--------|
| SLIDEHOLDER DEVICE 65123-1098 | 8/10/1990 | 213592/90 | 11/21/1992 | 721741 | ISSUED |
|----------------------------------|-----------|-----------|------------|--------|--------|

MEXICO

| | | | | | |
|---|-----------|-------|------------|-------|--------|
| ELECTRODE WITH SEALING ASSEMBLY AND FILL HOLE COVER 65123-1995 | 2/11/1988 | 10371 | 12/22/1991 | 66151 | ISSUED |
|---|-----------|-------|------------|-------|--------|

NETHERLANDS

| | | | | | |
|--|----------|------------|-----------|---------|--------|
| ALIGNED SLIDEHOLDER AND ASSEMBLY 65123-2001 | 8/6/1990 | 90308636.1 | 6/22/1994 | 0414405 | ISSUED |
|--|----------|------------|-----------|---------|--------|

UNITED KINGDOM

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|--|----------|------------|-----------|---------|--------|
| ALIGNED SLIDEHOLDER AND ASSEMBLY 65123-2000 | 8/6/1990 | 90308636.1 | 6/22/1994 | 0414405 | ISSUED |
|--|----------|------------|-----------|---------|--------|

UNITED STATES

| | | | | | |
|---|------------|------------|------------|-----------|--------|
| AUTOMATED SLIDE STAINING SYSTEM 65123-1901 | 7/19/1994 | 08/277,170 | 12/23/1997 | 5,700,346 | ISSUED |
| 65123-1157 | 12/20/1997 | 08/995,461 | 6/20/2000 | 6,076,583 | ISSUED |

| | | | | | |
|--|------------|------------|-----------|-----------|--------|
| AUTOMATED SLIDE STAINING SYSTEM AND METHOD THEREOF 65123-1158 | 10/14/1999 | 09/418,262 | 5/14/2002 | 6,387,326 | ISSUED |
|--|------------|------------|-----------|-----------|--------|

| TITLE REFERENCE# | FILED | SERIAL# | ISSUED | PATENT | STATUS |
|---|--------------|----------------|---------------|---------------|---------------|
| ALIGNED SLIDEHOLDER AND ASSEMBLY (MICROPOBE) 65123-0989 | 8/21/1989 | 07/396,278 | 12/4/1990 | 4,975,250 | ISSUED |
| COMBINATION PH/REFERENCE ELECTRODE WITH IMPROVED TEMPERATURE RESPONSE (ACCUPHAST) 65123-0985 | 1/31/1986 | 06/823,989 | 8/26/1986 | 4,608,148 | ISSUED |
| ELECTRODE WITH SEALING ASSEMBLY AND FILL HOLE COVER 65123-1969 | 2/17/1987 | 08/015,442 | 9/13/1988 | 4,770,762 | ISSUED |
| GRAM STAINING METHOD AND KIT (GRAM STAIN) 65123-0988 | 12/14/1987 | 08/132,604 | 4/10/1990 | 4,916,061 | ISSUED |
| JUST-IN-TIME REQUISITION AND INVENTORY MANAGEMENT SYSTEM (RIMS) 65123-2012 | 4/2/1993 | 08/042,168 | 1/27/1998 | 5,712,989 | ISSUED |
| MEASUREMENT OF pH AND SPECIFIC ION CENCENTRATION 65123-2013 | 2/20/1990 | 08/485,329 | 6/23/1992 | 5,124,659 | ISSUED |
| SCINTILLATION APPARATUS AND METHOD WITH SURFACE-MODIFIED POLYETHYLENE SAMPLE VESSELS 65123-2017 | 6/17/1985 | 07/745,098 | 6/28/1988 | 4,754,138 | ISSUED |
| STABILIZED STAIN COMPOSITION 65123-2016 | 4/1/1985 | 07/718,308 | 5/3/1988 | 4,741,898 | ISSUED |
| VIPO AUTOMATED SLIDE STAINING SYSTEM 65123-1902 | 10/18/1995 | PCT/US95/13155 | | | NAT PHASE |

FISHER SCIENTIFIC COMPANY L.L.C.

UNITED STATES

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|---|----------|------------|------------|-----------|--------|
| HYBRIDIZATION OVEN/INCUBATOR ROTISSERIE AND BOTTLE RETAINER SYSTEM 65123-1950 | 8/1/2000 | 09/629,687 | 12/31/2002 | 6,500,666 | ISSUED |
|---|----------|------------|------------|-----------|--------|

ERIC SCIENTIFIC COMPANY AND FISHER SCIENTIFIC COMPANY

CANADA

| | | | | | |
|--|-----------|---------|-----------|-----------|--------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (Joint w/Eric Scientific) 65123-2005 | 3/30/1988 | 562,899 | 12/7/1993 | 1,324,904 | ISSUED |
| SHEETLIKE OBJECT SUCH AS MICROSCOPE SLIDE 65123-2004 | 3/30/1988 | 562,896 | 8/20/1991 | 1,287,760 | ISSUED |

EUROPEAN

| | | | | | |
|--|-----------|------------|-----------|---------|--------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2007 | 3/18/1988 | 88302390.5 | 4/28/1992 | 0291153 | ISSUED |
|--|-----------|------------|-----------|---------|--------|

FRANCE

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|--|-----------|------------|-----------|---------|--------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2008 | 3/18/1988 | 88302390.5 | 4/28/1992 | 0291153 | ISSUED |
|--|-----------|------------|-----------|---------|--------|

| TITLE REFERENCE# | FILED | SERIAL# | ISSUED | PATENT | STATUS |
|-----------------------------|--------------|----------------|---------------|---------------|---------------|
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GERMANY

| | | | | | |
|---|------------------|-------------------|------------------|----------------|---------------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2009 | 3/18/1988 | P3871612.7 | 4/28/1992 | 0291153 | ISSUED |
|---|------------------|-------------------|------------------|----------------|---------------|

ITALY

| | | | | | |
|---|------------------|-------------------|------------------|----------------|---------------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2010 | 3/18/1988 | 88302390.5 | 4/28/1992 | 0291153 | ISSUED |
|---|------------------|-------------------|------------------|----------------|---------------|

JAPAN

| | | | | | |
|---|------------------|-----------------|------------------|----------------|---------------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-1096 | 3/31/1988 | 80232/88 | 8/14/1998 | 2813589 | ISSUED |
|---|------------------|-----------------|------------------|----------------|---------------|

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|---|------------------|-------------------|------------------|----------------|---------------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-2011 | 3/18/1988 | 88302390.5 | 4/28/1992 | 0291153 | ISSUED |
|---|------------------|-------------------|------------------|----------------|---------------|

UNITED STATES

| | | | | | |
|---|-------------------|-------------------|------------------|------------------|---------------|
| MICROSCOPE SLIDE AND SLIDE ASSEMBLY (PROBEON C) 65123-0987 | 10/26/1987 | 07/112,404 | 3/26/1991 | 5,002,736 | ISSUED |
|---|-------------------|-------------------|------------------|------------------|---------------|

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Cole-Parmer Instrument Company

Trademark Report by Country
 Status: ACTIVE

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| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|------------------|--------------|------------|-----------|------------|-----------|------------|----------------|
| ARGENTINA | | | | | | | |
| 3006-0071 | COLE-PARMER | 7/2/1998 | 2160174 | 3/1/2000 | 1777159 | REGISTERED | 07 |
| 006-0072 | COLE-PARMER | 7/2/1998 | 2160175 | 3/1/2000 | 1777160 | REGISTERED | 09 |
| 006-0073 | COLE-PARMER | 7/2/1998 | 2160176 | 3/1/2000 | 1777161 | REGISTERED | 17 |
| 006-0033 | C-P & DESIGN | 7/2/1998 | 2160178 | 3/1/2000 | 1777163 | REGISTERED | 09 |
| 006-0110 | C-P & DESIGN | 7/2/1998 | 2160179 | 10/12/1999 | 1756588 | REGISTERED | 17 |
| 006-0032 | C-P & DESIGN | 7/2/1998 | 2160177 | 3/1/2000 | 1777162 | REGISTERED | 07 |
| 006-0169 | OAKTON | 1/24/2001 | 2324950 | 8/1/2002 | 1880424 | REGISTERED | 09 |
| USA | | | | | | | |
| 3006-0005 | COLE-PARMER | 11/11/1997 | 748434 | 11/11/1997 | 748434 | REGISTERED | 07,09,10 11 |
| 3006-0048 | C-P & DESIGN | 11/11/1997 | 748433 | 11/11/1997 | 748433 | REGISTERED | 07,09,10 11 |
| 6006-0121 | EASY-LOAD | 11/11/1997 | 748432 | 11/11/1997 | 748432 | REGISTERED | 07 |
| 6006-0146 | MASTERFLEX | 3/23/1995 | 748112 | 11/6/1997 | 748112 | REGISTERED | 17 |
| 6006-0153 | MASTERFLEX | 6/14/1972 | 259371 | 6/14/1972 | 259371 | REGISTERED | 07 |
| BELGIUM | | | | | | | |
| 6006-0086 | COLE-PARMER | 1/10/1986 | 54937 | 1/10/1986 | 416661 | REGISTERED | 09 |
| 6006-0049 | C-P & DESIGN | 1/10/1986 | 54938 | 1/10/1986 | 416662 | REGISTERED | 09 |
| 6006-0147 | MASTERFLEX | 2/16/1995 | 842660 | 2/16/1995 | 572767 | REGISTERED | 17 |
| 6006-0154 | MASTERFLEX | 6/26/1972 | 30867 | 6/26/1972 | 311336 | REGISTERED | 07 |
| BRAZIL | | | | | | | |
| 6006-0074 | COLE-PARMER | 7/2/1998 | 820884383 | | | PENDING | 07 |
| 6006-0075 | COLE-PARMER | 7/2/1998 | 820884391 | | | PENDING | 09 |
| 6006-0076 | COLE-PARMER | 7/2/1998 | 820884405 | | | PENDING | 09 |
| 6006-0034 | C-P & DESIGN | 7/2/1998 | 820884413 | | | PENDING | 07 |
| 6006-0035 | C-P & DESIGN | 7/2/1998 | 820884421 | | | PENDING | 09 |
| 6006-0036 | C-P & DESIGN | 7/2/1998 | 820884430 | | | PENDING | 09 |
| 6006-0070 | OAKTON | 1/30/2001 | 823541347 | | | PENDING | 09 |
| CANADA | | | | | | | |
| 6006-0283 | CALIMAT | 10/23/2001 | 1119277 | | | PENDING | ** |
| 6006-0087 | COLE-PARMER | 1/10/1986 | 555348 | 6/10/1988 | TMA341339 | REGISTERED | ** |
| 6006-0050 | C-P & DESIGN | 2/5/1986 | 556873 | 3/25/1988 | TMA338440 | REGISTERED | ** |
| 6006-0122 | EASY-LOAD | 12/18/1997 | 0865144 | 9/24/1998 | TMA501207 | REGISTERED | * |
| 6006-0270 | INNOCAL | 5/9/2002 | 1140253 | | | PENDING | |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-----------------------------|---------------------------|------------|------------|------------|-----------|------------|-------------------|
| ANADA continued... | | | | | | | |
| 6006-0282 | LABCOR | 10/23/2001 | 1119276 | | | PENDING | ** |
| 6006-0309 | MANOSTAT & M DESIGN | 11/21/1977 | 418020 | 3/7/1980 | TMA240637 | REGISTERED | ** |
| 6006-0155 | MASTERFLEX | 4/5/1976 | 0396465 | 6/17/1977 | TMA221237 | REGISTERED | *** |
| 6006-0171 | OAKTON | 7/24/1990 | 662794 | 8/28/1992 | TMA401914 | REGISTERED | ** |
| CHILE | | | | | | | |
| 6006-0088 | COLE-PARMER | 2/11/1998 | 405453 | 8/20/1998 | 519914 | REGISTERED | 07 |
| 6006-0089 | COLE-PARMER | 2/11/1998 | 405455 | 8/20/1998 | 519913 | REGISTERED | 17 |
| 6006-0281 | COLE-PARMER | 2/11/1998 | 405454 | 4/15/2002 | 627684 | REGISTERED | 09 |
| 6006-0108 | COLE-PARMER & CP & DESIGN | 1/27/2000 | 474407 | 8/11/2000 | 574129 | REGISTERED | 09 |
| 6006-0037 | C-P & DESIGN | 2/11/1998 | 405456 | 4/6/2001 | 593940 | REGISTERED | 07 |
| 6006-0051 | C-P & DESIGN | 2/11/1998 | 405458 | 8/20/1998 | 519912 | REGISTERED | 17 |
| 6006-0308 | OAKTON | 1/30/2001 | 516374 | 10/23/2001 | 605894 | REGISTERED | 09 |
| CHINA | | | | | | | |
| 66006-0092 | COLE-PARMER | 4/11/1986 | 14098 | 12/20/1986 | 272111 | REGISTERED | 10 |
| 66006-0054 | C-P & DESIGN | 4/11/1986 | 14097 | 12/20/1986 | 272112 | REGISTERED | 10 |
| 66006-0148 | MASTERFLEX | 6/8/1998 | 9800061409 | 1/14/2000 | 1354419 | REGISTERED | 07 |
| 66006-0149 | MASTERFLEX | 6/8/1998 | 9800061410 | 10/21/1999 | 1325049 | REGISTERED | 17 |
| COLOMBIA | | | | | | | |
| 66006-0280 | OAKTON | 2/6/2001 | 01008495 | 1/29/2002 | 250237 | REGISTERED | 09 |
| EGYPT | | | | | | | |
| 66006-0077 | COLE-PARMER | 6/9/1998 | 115329 | | | PENDING | 07 |
| 66006-0078 | COLE-PARMER | 6/9/1998 | 115330 | | | PENDING | 09 |
| 66006-0079 | COLE-PARMER | 6/9/1998 | 115331 | | | PENDING | 17 |
| 66006-0038 | C-P & DESIGN | 6/9/1998 | 115326 | | | PENDING | 07 |
| 66006-0039 | C-P & DESIGN | 6/9/1998 | 115327 | | | PENDING | 09 |
| 66006-0040 | C-P & DESIGN | 6/9/1998 | 115328 | | | PENDING | 17 |
| EUROPEAN UNION (CTM) | | | | | | | |
| 66006-0023 | ACCUCAL | 4/1/1996 | 75036 | 3/10/1998 | 75036 | REGISTERED | 09,10,11 |
| 66006-0026 | AIR ADMIRAL | 4/1/1996 | 75010 | 12/22/1999 | 75010 | REGISTERED | 07 |
| 66006-0028 | AIR CADET | 4/1/1996 | 74989 | 3/10/1998 | 74989 | REGISTERED | 07,09 |
| 66006-0030 | B/T | 4/1/1996 | 74831 | 8/27/2002 | 74831 | REGISTERED | 07,10,17 |
| 66006-0066 | CL | 4/1/1996 | 74815 | 12/14/1998 | 74815 | REGISTERED | 07,09,10,17 |
| 66006-0093 | COLE-PARMER | 4/1/1996 | 74807 | 4/21/1998 | 74807 | REGISTERED | 07,09,10,11,14,17 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--|--------------|-----------|----------|------------|----------|------------|----------------------|
| <i>EUROPEAN UNION (CTM) continued...</i> | | | | | | | |
| 3006-0041 | C-P & DESIGN | 4/1/1996 | 74773 | 12/2/1998 | 74773 | REGISTERED | 07,09,10 11,14,17 |
| 3006-0312 | DIGI-SENSE | 4/1/1996 | 141010 | 7/9/1998 | 141010 | REGISTERED | 09,10,11 |
| 5006-0313 | DIGI-STALTIC | 4/1/1996 | 74757 | 4/15/1998 | 74757 | REGISTERED | 07,09,10 17 |
| 6006-0116 | DUAL J-T-E-K | 4/1/1996 | 74724 | 12/16/1999 | 74724 | REGISTERED | 09,10,11 |
| 6006-0118 | DUALOGR | 4/1/1996 | 74708 | 3/10/1998 | 74708 | REGISTERED | 09,10,11 |
| 6006-0120 | EASY-LOAD | 4/1/1996 | 141044 | 10/25/2001 | 141044 | REGISTERED | 07,09 |
| 6006-0129 | GI & DESIGN | 4/1/1996 | 74617 | 3/10/1998 | 74617 | REGISTERED | 09,10,21 |
| 6006-0131 | GILMONT | 4/1/1996 | 74666 | 9/23/1998 | 74666 | REGISTERED | 09,10,21 |
| 6006-0133 | IP | 4/1/1996 | 74518 | 4/8/1999 | 74518 | REGISTERED | 07,09,10 17 |
| 36006-0137 | JIFFY-JACK | 4/1/1996 | 74492 | 12/16/1999 | 74492 | REGISTERED | 09,10 |
| 36006-0139 | L/S | 4/1/1996 | 74443 | 4/8/1999 | 74443 | REGISTERED | 07,09,10 17 |
| 36006-0142 | LIQUI-SENSE | 4/1/1996 | 141051 | 6/18/1998 | 141051 | REGISTERED | 07,09,10 |
| 36006-0150 | MASTERFLEX | 4/1/1996 | 74419 | 9/3/1999 | 74419 | REGISTERED | 07,09,10 17 |
| 66006-0167 | MONO-MOLD | 4/1/1996 | 74377 | 3/10/1998 | 74377 | REGISTERED | 09 |
| 66006-0172 | OAKTON | 4/1/1996 | 74310 | 3/10/1998 | 74310 | REGISTERED | 09,10,11 |
| 66006-0177 | PH WAND | 4/1/1996 | 74278 | 3/10/1998 | 74278 | REGISTERED | 09 |
| 66006-0184 | PRO-SPENSE | 4/1/1996 | 141093 | 6/18/1998 | 141093 | REGISTERED | 07,09,10 |
| 66006-0187 | QUICK LOAD | 4/1/1996 | 141101 | 10/25/2001 | 141101 | REGISTERED | 07,09,10 17 |
| 66006-0190 | RAMP CLAMP | 4/1/1996 | 74245 | 3/10/1998 | 74245 | REGISTERED | 06,09,20 |
| 66006-0192 | RAPID-LOAD | 4/1/1996 | 141226 | 10/25/2001 | 141226 | REGISTERED | 07,09,10 17 |
| 66006-0194 | ROTO-TORQUE | 4/1/1996 | 74203 | 4/26/1999 | 74203 | REGISTERED | 07,09,10 |
| 66006-0201 | SLIM-LINE | 4/1/1996 | 74161 | 7/31/2000 | 74161 | REGISTERED | 09 |
| 66006-0205 | STIR-PAK | 4/1/1996 | 74138 | 3/10/1998 | 74138 | REGISTERED | 07,09 |
| 66006-0208 | TECH BOARD | 4/1/1996 | 74112 | 3/10/1998 | 74112 | REGISTERED | 09,14,16 |
| 66006-0215 | TORBEO | 4/1/1996 | 74070 | 3/10/1998 | 74070 | REGISTERED | 07,09,10 |
| 66006-0216 | TRI-SENSE | 4/1/1996 | 73999 | 3/2/1999 | 73999 | REGISTERED | 09,11 |
| 66006-0218 | VELA | 4/1/1996 | 73973 | 4/5/2000 | 73973 | REGISTERED | 07,09,11 |
| FRANCE | | | | | | | |
| 66006-0094 | COLE-PARMER | 1/16/1986 | 776560 | 1/16/1986 | 1338766 | REGISTERED | 09 |
| 66006-0055 | C-P & DESIGN | 1/16/1986 | 776559 | 1/16/1986 | 1338765 | REGISTERED | 09 |
| 66006-0156 | MASTERFLEX | 5/9/1994 | 94519458 | 5/9/1994 | 94519458 | REGISTERED | 17 |
| 66006-0273 | MASTERFLEX | 6/21/1972 | 134152 | 6/21/1972 | 1207234 | REGISTERED | 07 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|------------------|--------------------------|------------|---------------|------------|-------------|------------|---------|
| GERMANY | | | | | | | |
| 3006-0095 | COLE-PARMER | 1/14/1986 | C 34847/9WZ | 10/3/1986 | 1097281 | REGISTERED | 09 |
| 3006-0105 | COLE-PARMER & C-P DESIGN | 3/16/1988 | C37463/9Wz | 3/22/1990 | 1156246 | REGISTERED | 09 |
| 3006-0157 | MASTERFLEX | 6/13/1972 | C22215/7Wz | 4/5/1973 | 904113 | REGISTERED | 07 |
| 3006-0304 | MASTERFLEX | 2/16/1995 | 39507154.2 | 10/19/1995 | 39507154.2 | REGISTERED | 07,17 |
| HONG KONG | | | | | | | |
| 3006-0311 | COLE-PARMER | 2/3/1998 | 1187/1998 | 9/29/2000 | 13143/2000 | REGISTERED | 07 |
| 3006-0307 | COLE-PARMER | 2/3/1998 | 1189/1998 | 9/29/2000 | 13144/2000 | REGISTERED | 17 |
| 3006-0306 | COLE-PARMER | 2/3/1998 | 1188/1998 | 10/11/2000 | 13526/2000 | REGISTERED | 09 |
| 3006-0042 | C-P & DESIGN | 2/3/1998 | 1190/1998 | 2/10/2000 | B2612/2000 | REGISTERED | 07 |
| 3006-0143 | C-P & DESIGN | 2/3/1998 | 1192/1998 | 2/10/2000 | B2613/2000 | REGISTERED | 17 |
| 3006-0111 | C-P & DESIGN | 2/3/1998 | 1191/1998 | 1/5/2000 | B00208/2000 | REGISTERED | 09 |
| ITALY | | | | | | | |
| 36006-0096 | COLE-PARMER | 2/14/1996 | RM96C000770 | 8/25/1998 | 755640 | REGISTERED | 09 |
| 36006-0056 | C-P & DESIGN | 2/14/1996 | RM96C000771 | 8/25/1998 | 755641 | REGISTERED | 09 |
| 36006-0151 | MASTERFLEX | 3/3/1995 | RM95C001079 | 6/13/1997 | 713107 | REGISTERED | 17 |
| 36006-0158 | MASTERFLEX | 6/19/2002 | RM2002C003501 | 12/21/1994 | 638635 | REGISTERED | 07 |
| JAPAN | | | | | | | |
| 66006-0097 | COLE-PARMER | 8/26/1986 | 089791/1986 | 11/30/1988 | 2092210 | REGISTERED | 09 |
| 66006-0098 | COLE-PARMER | 8/26/1986 | 089792/1986 | 2/21/1989 | 2114759 | REGISTERED | 10 |
| 66006-0099 | COLE-PARMER | 8/26/1986 | 089793/1986 | 4/28/1989 | 2133272 | REGISTERED | 11 |
| 66006-0057 | C-P & DESIGN | 8/26/1986 | 89794/1986 | 1/29/1993 | 2497804 | REGISTERED | 09 |
| 66006-0058 | C-P & DESIGN | 8/26/1986 | 89795/1986 | 4/28/1989 | 21332373 | REGISTERED | 10 |
| 66006-0059 | C-P & DESIGN | 8/26/1986 | 89796/1986 | 5/31/1990 | 2231583 | REGISTERED | 11 |
| 66006-0123 | EASY-LOAD | 11/10/1997 | 09-175254 | 5/19/1999 | 4253944 | REGISTERED | 07 |
| 66006-0159 | MASTERFLEX | 6/13/1972 | 081765/1972 | 5/12/1975 | 1120529 | REGISTERED | 09 |
| 66006-0310 | MASTERFLEX | 4/13/1995 | 37019/1995 | 7/11/1997 | 3331018 | REGISTERED | 17 |
| MALAYSIA | | | | | | | |
| 66006-0279 | EASY-LOAD | 4/9/1998 | 98/04454 | | | PENDING | 07 |
| 66006-0277 | MASTERFLEX | 4/9/1998 | 98/04456 | | | PENDING | 17 |
| 66006-0278 | MASTERFLEX | 4/9/1998 | 98/04455 | | | PENDING | 07 |
| MEXICO | | | | | | | |
| 66006-0070 | COLE-PARMER | 1/13/1998 | 319336 | 8/24/1999 | 618479 | REGISTERED | 09 |
| 66006-0100 | COLE-PARMER | 1/13/1998 | 319335 | 1/29/1998 | 569049 | REGISTERED | 07 |
| 66006-0101 | COLE-PARMER | 1/13/1998 | 319337 | 1/29/1998 | 569050 | REGISTERED | 17 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------------|--------------------------|------------|-------------|------------|----------|------------|----------|
| MEXICO continued... | | | | | | | |
| 6006-0106 | COLE-PARMER & C-P DESIGN | 5/27/1994 | 200250 | 8/22/1994 | 470673 | REGISTERED | 09 |
| 6006-0060 | C-P & DESIGN | 1/13/1998 | 319338 | 3/25/1998 | 572876 | REGISTERED | 07 |
| 6006-0061 | C-P & DESIGN | 1/13/1998 | 319340 | 3/31/1998 | 574370 | REGISTERED | 17 |
| 6006-0275 | C-P & DESIGN | 1/13/1998 | 319339 | | | PENDING | 09 |
| 6006-0125 | EASY-LOAD | 1/13/1998 | 319341 | 1/29/1998 | 569051 | REGISTERED | 07 |
| 6006-0160 | MASTERFLEX | 1/13/1998 | 319342 | 1/29/1998 | 569052 | REGISTERED | 07 |
| 6006-0161 | MASTERFLEX | 1/13/1998 | 319343 | 1/29/1998 | 569053 | REGISTERED | 17 |
| 6006-0173 | OAKTON | 8/23/1996 | 271927 | 5/20/1997 | 548508 | REGISTERED | 09 |
| 6006-0174 | OAKTON | 1/13/1998 | 319344 | 3/31/1998 | 574371 | REGISTERED | 09 |
| PHILIPPINES | | | | | | | |
| 6006-0081 | COLE-PARMER | 6/29/1998 | 4199804669 | | | PENDING | 07,09,17 |
| 6006-0045 | C-P & DESIGN | 6/29/1998 | 4199804670 | | | PENDING | 07,09,17 |
| SOUTH KOREA | | | | | | | |
| 6006-0080 | COLE-PARMER | 10/20/1998 | 27234/1998 | 12/6/1999 | 460211 | REGISTERED | 07,09,17 |
| 6006-0044 | C-P & DESIGN | 10/20/1998 | 27235/1998 | 12/6/1999 | 460212 | REGISTERED | 07,09,17 |
| 6006-0124 | EASY-LOAD | 5/26/1998 | 13534/1998 | 4/1/1999 | 445594 | REGISTERED | 07 |
| 6006-0152 | MASTERFLEX | 2/11/1998 | 3531/1998 | 12/30/1998 | 436654 | REGISTERED | 38 |
| SPAIN | | | | | | | |
| 6006-0102 | COLE-PARMER | 1/21/1986 | 1132294 | 10/6/1986 | 1132294 | REGISTERED | 09 |
| SWITZERLAND | | | | | | | |
| 6006-0162 | MASTERFLEX | 6/23/1972 | 3427 | 6/23/1972 | 398456 | REGISTERED | 07 |
| 6006-0303 | MASTERFLEX | 2/16/1995 | 1293/1995.0 | 2/16/1995 | 430577 | REGISTERED | 17 |
| TAIWAN | | | | | | | |
| 6006-0082 | COLE-PARMER | 6/4/1998 | 87026885 | 8/16/2001 | 00954469 | REGISTERED | 09 |
| 6006-0083 | COLE-PARMER | 6/4/1998 | 87026886 | 1/1/2000 | 00878527 | REGISTERED | 17 |
| 6006-0084 | COLE-PARMER | 6/4/1998 | 87026884 | 8/1/1999 | 00861012 | REGISTERED | 07 |
| 6006-0046 | C-P & DESIGN | 6/4/1998 | 87026888 | 8/1/2001 | 00952636 | REGISTERED | 09 |
| 6006-0047 | C-P & DESIGN | 6/4/1998 | 87026889 | 2/1/2000 | 00882242 | REGISTERED | 17 |
| 6006-0063 | C-P & DESIGN | 6/4/1998 | 87026887 | 9/1/1999 | 00865207 | REGISTERED | 07 |
| 6006-0316 | EASY-LOAD | 11/5/1997 | 86056587 | 2/1/1999 | 00837816 | REGISTERED | 07 |
| 6006-0315 | MASTERFLEX | 7/12/1994 | 83046180 | 12/16/1995 | 701879 | REGISTERED | 84 |
| 6006-0314 | MASTERFLEX | 2/18/1995 | 84007003 | 10/16/1995 | 693545 | REGISTERED | 17 |
| UNITED KINGDOM | | | | | | | |
| 6006-0103 | COLE-PARMER | 1/10/1986 | 1257862 | 1/10/1986 | 81257862 | REGISTERED | 09 |
| 6006-0163 | MASTERFLEX | 6/15/1972 | 993701 | 6/15/1972 | 993701 | REGISTERED | 07 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
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| UNITED KINGDOM continued . . . | | | | | | | |
| 006-0305 | MASTERFLEX | 2/20/1995 | 2011671 | 2/20/1995 | 2011671 | REGISTERED | 17 |
| UNITED STATES | | | | | | | |
| 006-0024 | ACCUCAL | 12/13/1991 | 74/231,168 | 3/7/1995 | 1,882,815 | REGISTERED | 09 |
| 006-0025 | ACORN | 11/17/1998 | 75/590,099 | 1/11/2000 | 2,307,462 | REGISTERED | 09 |
| 006-0027 | AIR ADMIRAL | 10/25/1995 | 75/010,321 | 1/5/1999 | 2,216,603 | REGISTERED | 07 |
| 006-0029 | AIR CADET | 6/17/1976 | 73/090,738 | 5/10/1977 | 1,065,186 | REGISTERED | 07 |
| 006-0031 | B/T | 8/18/1995 | 74/717,489 | 3/31/1998 | 2,148,067 | REGISTERED | 07,17 |
| 006-0067 | C/L | 1/29/1996 | 75/049,370 | 12/17/1996 | 2,023,981 | REGISTERED | 07,09 |
| 006-0274 | CALIMAT | 11/13/2001 | 76/337,022 | | | ALLOWED | 09 |
| 006-0058 | CHEMCADET | 5/8/1978 | 73/169,385 | 3/20/1979 | 1,115,205 | REGISTERED | 09 |
| 006-0069 | CHEMPETTE | 2/7/1980 | 73/249,160 | 6/30/1981 | 1,158,965 | REGISTERED | 09 |
| 006-0104 | COLE-PARMER | 11/23/1984 | 73/510,152 | 6/25/1985 | 1,344,114 | REGISTERED | 09 |
| 006-0107 | COLE-PARMER | 10/25/1985 | 73/565,043 | 7/15/1986 | 1,400,994 | REGISTERED | 09 |
| 006-0109 | COMPULAB | 10/16/1997 | 75/374,003 | 2/9/1999 | 2,222,515 | REGISTERED | 09 |
| 006-0064 | C-P & DESIGN | 11/1/1985 | 73/566,450 | 7/22/1986 | 1,401,944 | REGISTERED | 09 |
| 006-0065 | C-P FACTS-ON-DEMAND | 10/16/1997 | 75/373,898 | 3/9/1999 | 2,230,313 | REGISTERED | 35 |
| 006-0288 | DESIGN (MANOSTAT DIVER) | 4/2/1984 | 73/473,361 | 6/18/1985 | 1,342,221 | REGISTERED | 09 |
| 006-0112 | DIGI-SENSE | 4/19/1976 | 73/084,459 | 11/30/1976 | 1,053,576 | REGISTERED | 09 |
| 006-0114 | DIGI-STALTIC | 1/24/1985 | 73/519,051 | 8/13/1985 | 1,353,821 | REGISTERED | 09 |
| 006-0115 | DISS-WASHER | 11/1/1996 | 75/191,341 | 12/26/2000 | 2,416,042 | REGISTERED | 07 |
| 006-0117 | DUAL J-T-E-K | 1/5/1996 | 75/040,917 | 10/28/1997 | 2,109,706 | REGISTERED | 09 |
| 006-0119 | DUALOGR | 1/5/1996 | 75/040,923 | 10/14/1997 | 2,105,849 | REGISTERED | 09 |
| 006-0126 | EASY-LOAD | 3/9/1990 | 74/036,257 | 6/18/1991 | 1,648,479 | REGISTERED | 07,09 |
| 006-0128 | FOODTECH SOURCE | 10/10/1997 | 75/371,776 | 11/2/1999 | 2,290,483 | REGISTERED | 16 |
| 006-0998 | General Matters - Trademark | | | | | PROPOSED | |
| 006-0130 | GI & DESIGN | 1/14/1980 | 73/245,843 | 8/25/1981 | 1,166,292 | REGISTERED | 09 |
| 006-0132 | GILMONT | 1/14/1980 | 73/245,844 | 10/20/1981 | 1,173,981 | REGISTERED | 09 |
| 006-0134 | I/P | 7/5/1995 | 74/697,469 | 7/29/1997 | 2,084,577 | REGISTERED | 07,17 |
| 006-0135 | INDUSTRIAL ADVANTAGE | 6/11/1999 | 75/726,676 | 5/28/2002 | 2,574,179 | REGISTERED | 16 |
| 006-0136 | INFRAPRO | 10/17/1994 | 74/586,257 | 10/10/1995 | 1,925,245 | REGISTERED | 09 |
| 006-0269 | INNOCAL | 5/7/2002 | 76/404,376 | | | PENDING | 37,42 |
| 006-0138 | JIFFY-JACK | 9/21/1970 | 72/371,202 | 11/2/1971 | 923,201 | REGISTERED | 09 |
| 006-0323 | KATE | 1/20/1995 | 74/623,904 | 8/13/1996 | 1,992,593 | REGISTERED | 09 |
| 006-0140 | L/S | 6/30/1995 | 74/695,432 | 11/25/1997 | 2,115,004 | REGISTERED | 09,10 |
| 006-0141 | LAB WAREHOUSE | 2/18/1999 | 75/642,504 | 9/12/2000 | 2,386,507 | REGISTERED | 16 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------------------------|--|------------|------------|------------|-----------|------------|---------|
| <i>NITED STATES continued . . .</i> | | | | | | | |
| 6006-0143 | LIQUI-SENSE | 10/7/1994 | 74/583,584 | 10/3/1995 | 1,923,485 | REGISTERED | 09 |
| 6006-0144 | LIVE WIRES & DESIGN | 7/22/1985 | 73/549,407 | 9/9/1986 | 1,408,429 | REGISTERED | 16 |
| 6006-0295 | MANOSTAT | 1/12/1976 | 73/074,041 | 11/9/1976 | 1,052,318 | REGISTERED | 09 |
| 6006-0287 | MANOSTAT & DESIGN | 4/2/1984 | 73/473,364 | 6/18/1985 | 1,342,222 | REGISTERED | 09 |
| 6006-0164 | MASTERFLEX | 3/30/1966 | 72/242,217 | 5/16/1967 | 828,794 | REGISTERED | 07 |
| 6006-0165 | MASTERFLEX | 6/20/1985 | 73/544,135 | 6/24/1986 | 1,398,521 | REGISTERED | 17 |
| 6006-0166 | MICRO-V | 9/27/1965 | 72/228,640 | 1/24/1967 | 822,747 | REGISTERED | 09 |
| 6006-0286 | MINISTALTIC | 2/1/1965 | 72/211,062 | 3/29/1966 | 806,341 | REGISTERED | 07 |
| 6006-0168 | MONO-MOLD | 9/27/1965 | 72/228,638 | 3/8/1966 | 805,158 | REGISTERED | 09 |
| 6006-0175 | OAKTON | 4/4/1990 | 74/045,703 | 6/9/1992 | 1,692,543 | REGISTERED | 09 |
| 6006-0176 | ORPTESTR | 6/6/1997 | 75/305,036 | 10/13/1998 | 2,195,176 | REGISTERED | 09 |
| 6006-0178 | PH WAND | 3/29/1993 | 74/372,417 | 12/13/1994 | 1,866,778 | REGISTERED | 09 |
| 6006-0298 | PH WAND | 2/13/1985 | 73/522,164 | 7/22/1986 | 1,402,637 | REGISTERED | 09 |
| 6006-0180 | PHTESTR | 6/7/1999 | 75/722,880 | 1/23/2001 | 2,422,829 | REGISTERED | 09 |
| 6006-0181 | PILOT BOX | 9/27/1965 | 72/228,637 | 2/21/1967 | 824,371 | REGISTERED | 09 |
| 6006-0182 | PILOT STRIP | 9/27/1965 | 72/228,636 | 2/21/1967 | 824,370 | REGISTERED | 09 |
| 6006-0183 | POLYSTAT | 5/1/1986 | 73/596,262 | 5/26/1987 | 1,440,496 | REGISTERED | 09 |
| 6006-0290 | PRESTON | 1/20/1995 | 74/623,902 | 12/19/1995 | 1,942,787 | REGISTERED | 09 |
| 6006-0185 | PRO-SPENSE | 7/23/1993 | 74/415,930 | 5/17/1994 | 1,836,653 | REGISTERED | 09 |
| 6006-0188 | QUICK LOAD | 5/21/1999 | 75/711,651 | 3/28/2000 | 2,335,975 | REGISTERED | 07,09 |
| 6006-0189 | QUICK LOAD | 5/22/1980 | 73/263,155 | 11/17/1981 | 1,178,682 | REGISTERED | 07,09 |
| 6006-0191 | RAMP CLAMP | 6/5/1986 | 73/602,429 | 8/4/1987 | 1,450,340 | REGISTERED | 06 |
| 6006-0193 | RAPID-LOAD | 8/10/1990 | 74/086,648 | 11/24/1992 | 1,735,566 | REGISTERED | 07,09 |
| 6006-0195 | ROTO-TORQUE | 2/21/1997 | 75/245,342 | 3/10/1998 | 2,142,535 | REGISTERED | 09 |
| 6006-0196 | SCIENCE NOTIONS | 5/13/1997 | 75/291,459 | 5/4/1999 | 2,242,428 | REGISTERED | 16 |
| 6006-0197 | SCIENCE SHOWCASE | 11/15/1996 | 75/198,436 | 11/18/1997 | 2,114,121 | REGISTERED | 16 |
| 6006-0198 | SCIENCE SPECIALTIES | 7/21/1975 | 73/058,203 | 11/2/1976 | 1,051,818 | REGISTERED | 16 |
| 6006-0199 | SETTING THE STANDARD, AGAIN AND AGAIN | 6/7/1999 | 75/722,817 | 1/15/2002 | 2,530,847 | REGISTERED | 09,16 |
| 6006-0302 | SIMON | 1/20/1995 | 74/623,671 | 12/26/1995 | 1,944,113 | REGISTERED | 09 |
| 6006-0200 | SINGLES | 3/11/1999 | 75/658,533 | 2/6/2001 | 2,426,184 | REGISTERED | 09 |
| 6006-0202 | SLIM-LINE | 11/19/1984 | 73/509,332 | 7/2/1985 | 1,345,859 | REGISTERED | 09 |
| 6006-0203 | SPINCADET | 5/29/1986 | 73/601,198 | 1/6/1987 | 1,423,710 | REGISTERED | 09 |
| 6006-0204 | STABLETEMP | 3/3/1998 | 75/443,934 | 11/30/1999 | 2,296,874 | REGISTERED | 09 |
| 6006-0206 | STIR-PAK | 11/21/1974 | 73/037,750 | 9/9/1975 | 1,019,887 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|-----------------------------------|-----------|------------|------------|-----------|------------|---------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 36006-0207 | TDSTESTR | 6/7/1999 | 75/722,879 | 3/13/2001 | 2,434,682 | REGISTERED | 09 |
| 36006-0209 | TECH BOARD | 9/26/1995 | 74/734,634 | 6/24/1997 | 2,074,431 | REGISTERED | 16 |
| 36006-0210 | TEMPCAT | 9/26/1995 | 74/734,624 | 6/17/1997 | 2,072,626 | REGISTERED | 16 |
| 36006-0212 | TEMPTESTR & DESIGN | 7/26/1991 | 74/188,608 | 3/9/1993 | 1,757,576 | REGISTERED | 09 |
| 36006-0186 | THE PROTECTION ZONE | 5/14/1998 | 75/485,354 | 11/16/1999 | 2,293,652 | REGISTERED | 16 |
| 36006-0213 | TIMESPENSE & DESIGN (STYLIZED) | 4/11/1991 | 74/156,120 | 11/17/1992 | 1,733,977 | REGISTERED | 09 |
| 36006-0214 | TORBEO | 3/23/1998 | 75/454,460 | 5/18/1999 | 2,246,006 | REGISTERED | 09 |
| 36006-0217 | TRI-SENSE | 2/25/1991 | 74/141,634 | 11/19/1991 | 1,664,911 | REGISTERED | 09 |
| 36006-0289 | VARISTALTIC | 5/4/1964 | 72/192,606 | 2/23/1965 | 785,561 | REGISTERED | 07 |
| 36006-0219 | VELA | 8/18/1995 | 74/718,194 | 11/25/1997 | 2,116,676 | REGISTERED | 09,11 |
| 36006-0301 | VERA | 1/20/1995 | 74/623,903 | 12/26/1995 | 1,944,118 | REGISTERED | 09 |
| 36006-0220 | WEIGH YOUR OPTIONS | 1/10/1997 | 75/223,834 | 1/13/1998 | 2,128,859 | REGISTERED | 16 |
| VENEZUELA | | | | | | | |
| 36006-0276 | OAKTON | 1/29/2001 | 1332-01 | | | PENDING | 09 |

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TOTAL ITEMS SELECTED = 226

FISHER CLINICAL SERVICES

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Trademark Report by Country
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REFERENCE MARK

FILED APPL# REGDT REG#

STATUS CLASSES

UNITED STATES
6012-0005 CLINPACKER

4/9/1999 75/678,861

ALLOWED 35

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TOTAL ITEMS SELECTED = 1

Fisher Hamilton LLC

Trademark Report by Country
Status: ACTIVE

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| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-----------------------------|---|------------|------------|------------|------------|------------|----------|
| BENELUX | | | | | | | |
| 65791-0001 | HAMILTON | 5/24/1971 | 4881 | 5/24/1971 | 033552 | REGISTERED | 10,20 |
| CANADA | | | | | | | |
| 65791-0062 | CONCEPT | 10/12/2001 | 1118265 | | | PENDING | |
| 65791-0033 | EPOXYN | 4/16/1991 | 679,803 | 2/21/1992 | TMA394,561 | REGISTERED | ** |
| 65791-0063 | FISHER HAMILTON | 10/12/2001 | 1118179 | | | PENDING | |
| 65791-0036 | HAMILTON | 1/11/1943 | 0182014 | 1/11/1943 | UCA017605 | REGISTERED | . |
| 65791-0072 | LABORATORY IN A BOX | 12/20/2001 | 1125843 | | | PENDING | |
| 65791-0073 | LABWORKS | 12/20/2001 | 1125844 | | | PENDING | |
| 65791-0064 | MAX/LAB | 10/12/2001 | 1118263 | | | PENDING | |
| 65791-0065 | NO EQUAL | 10/12/2001 | 1118264 | | | PENDING | |
| 65791-0079 | PERSPECTIVE | 5/9/2002 | 1140254 | | | PENDING | |
| 65791-0066 | PIONEER | 10/12/2001 | 1118266 | | | PENDING | |
| 65791-0067 | SAFEAIRE | 10/12/2001 | 1118262 | | | PENDING | |
| EUROPEAN UNION (CTM) | | | | | | | |
| 65791-0077 | FISHER HAMILTON | 2/6/2002 | 02582146 | | | PENDING | 20,09,11 |
| JAPAN | | | | | | | |
| 65791-0068 | CONCEPT (in English and Katakana) | 10/26/2001 | 200196186 | | | PENDING | 09 |
| 65791-0069 | FISHER HAMILTON (in English and Katakana) | 10/26/2001 | 200196185 | | | PENDING | 20 |
| 65791-0007 | HAMILTON | 12/1/1987 | 63-133855 | 2/23/1990 | 2212461 | REGISTERED | 20 |
| 65791-0020 | HAMILTON INDUSTRIES | 12/1/1987 | 62-133859 | 10/31/1990 | 2273147 | REGISTERED | 06,14,20 |
| 65791-0034 | HAMILTON INDUSTRIES | 12/2/1987 | 62-134282 | 1/30/1990 | 2205309 | REGISTERED | 10 |
| 65791-0021 | HAMILTON MAX | 12/1/1987 | 62-133856 | 10/31/1990 | 2273144 | REGISTERED | 06,14,20 |
| 65791-0022 | HAMILTON MAX/CAD | 12/1/1987 | 62-133858 | 10/31/1990 | 2273146 | REGISTERED | 20 |
| 65791-0023 | HAMILTON MAX/LAB | 12/1/1987 | 62-133857 | 10/31/1990 | 2273145 | REGISTERED | 06,14,20 |
| 65791-0025 | MAX/CAD (ENGLISH & KATAKANA) | 4/16/1990 | 02042618 | 11/30/1992 | 2480978 | REGISTERED | 20 |
| 65791-0010 | MAX/LAB (ENGLISH & KATAKANA) | | | | | PROPOSED | ** |
| 65791-0024 | MAX/LAB (ENGLISH & KATAKANA) | 4/16/1990 | 02-042617 | 11/30/1992 | 2480977 | REGISTERED | 20 |
| 65791-0070 | PIONEER (in English and Katakana) | 10/26/2001 | 2001-96187 | | | PENDING | 09 |
| 65791-0015 | SAFEAIRE | 12/2/1987 | 62-134280 | 2/28/1992 | 2384644 | REGISTERED | 09,11 |
| MEXICO | | | | | | | |
| 65791-0076 | FISHER HAMILTON | 4/2/2002 | 541374 | | | PENDING | 09 |
| 65791-0084 | FISHER HAMILTON | 4/2/2002 | 541373 | | | PENDING | 11 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------------|-----------------------------|------------|------------|------------|-----------|------------|---------|
| <i>MEXICO continued...</i> | | | | | | | |
| 65791-0094 | FISHER HAMILTON | 10/10/2002 | 572783 | | | PENDING | 11 |
| 65791-0074 | LABORATORY IN A BOX | 3/20/2002 | 540052 | | | PENDING | 20 |
| 65791-0075 | LABWORKS | 3/20/2002 | 540053 | 4/26/2002 | 742946 | REGISTERED | 09 |
| 65791-0080 | PERSPECTIVE | 6/18/2002 | 552273 | | | PENDING | 09 |
| UNITED STATES | | | | | | | |
| 65791-0039 | ACCENT | 3/14/2002 | 76/385,554 | | | PENDING | 20 |
| 65791-0083 | AUTOSASH | | | | | MAILED | 009 |
| 65791-0026 | CONCEPT | 9/7/2001 | 76/310,342 | | | PENDING | 09 |
| 65791-0028 | DIMENSION | 10/18/2001 | 76/326,900 | | | ALLOWED | 20 |
| 65791-0041 | DIRECTED AIRFLOW TECHNOLOGY | 12/20/2001 | 76/351,295 | | | PENDING | 11 |
| 65791-0002 | ECLIPSE | 11/6/2000 | 76/160,110 | | | PENDING | 09 |
| 65791-0078 | EDISON | 3/14/2002 | 76/385,555 | | | PENDING | 20 |
| 65791-0032 | EPOXYN | 3/15/1979 | 73/207,394 | 4/7/1981 | 1,150,296 | REGISTERED | 09 |
| 65791-0085 | FISHER HAMILTON | 5/31/2002 | 76/414,300 | | | PENDING | 009 |
| 65791-0014 | HAMILTON | 1/15/1943 | 71/457,934 | 6/6/1944 | 407,400 | REGISTERED | 20 |
| 65791-0004 | HAMILTON | 10/14/1964 | 72,203,966 | 1/11/1966 | 801,856 | REGISTERED | 20 |
| 65791-0006 | HAMILTON | 5/20/1968 | 72,298,596 | 7/1/1969 | 872,108 | REGISTERED | 16 |
| 65791-0086 | HORIZON | 4/16/2002 | 76/396,590 | | | PENDING | 09 |
| 65791-0019 | INFO-BANK | 12/16/1992 | 74/342,127 | 8/17/1993 | 1,788,131 | REGISTERED | 16 |
| 65791-0027 | LABORATORY IN A BOX | 10/18/2001 | 76/326,901 | | | ALLOWED | 20 |
| 65791-0040 | LABWORKS | 11/12/2001 | 76/338,074 | | | PENDING | 9 |
| 65791-0038 | LEGACY | | | | | MAILED | 20 |
| 65791-0017 | MAX/LAB | 10/11/1988 | 73/756,976 | 10/31/1989 | 1,563,402 | REGISTERED | 20 |
| 65791-0071 | MAX/MOBILE | 12/19/2001 | 76/350,931 | | | ALLOWED | 20 |
| 65791-0088 | MAX/WALL | 5/7/2002 | 76/404,466 | | | PENDING | 09 |
| 65791-0013 | NO EQUAL | 5/3/1994 | 74/519,801 | 5/16/1995 | 1,894,094 | REGISTERED | 16 |
| 65791-0042 | PERSPECTIVE | 12/19/2001 | 76/350,930 | | | PENDING | 20 |
| 65791-0030 | PIONEER | 9/7/2001 | 76/310,343 | | | PENDING | 09 |
| 65791-0089 | PRESTIGE | 5/24/2002 | 76/412,064 | | | PENDING | 009 |
| 65791-0087 | PROFILE | 5/7/2002 | 76/404,465 | | | PENDING | 20 |
| 65791-0093 | REGENCY | 12/16/2002 | 78/194,928 | | | PENDING | 09 |
| 65791-0016 | SAFEAIRE | 4/3/1987 | 73/652,903 | 10/27/1987 | 1,462,649 | REGISTERED | 09 |
| 65791-0092 | TRADITION | 12/16/2002 | 78/194,929 | | | PENDING | 09 |

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TOTAL ITEMS SELECTED = 60

FISHER SCIENTIFIC

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Status: ACTIVE

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| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------|---------------------------------------|-----------|-------------|-----------|-----------|------------|-------------------|
| ARGENTINA | | | | | | | |
| 65123-1070 | CMS & DESIGN | 4/11/1995 | 1,971,168 | 1/11/1996 | 1,588,112 | REGISTERED | 01 |
| 65123-1071 | CMS & DESIGN | 4/11/1995 | 1,971,169 | 1/15/1996 | 1,588,445 | REGISTERED | 09 |
| 65123-0368 | F DESIGN (1 CIRCLE) | 6/17/1994 | 1,924,809 | 2/28/1995 | 1,552,256 | REGISTERED | 01 |
| 65123-0331 | F DESIGN (1 CIRCLE) | 6/17/1994 | 1,924,810 | 4/28/1995 | 1,558,107 | REGISTERED | 09 |
| 65123-0333 | F DESIGN (13 CIRCLES) | 6/17/1994 | 1,924,806 | 2/28/1995 | 1,552,255 | REGISTERED | 01 |
| 65123-0366 | F DESIGN (13 CIRCLES) | 6/17/1994 | 1,924,808 | 1/19/1996 | 1,588,950 | REGISTERED | 09 |
| 65123-0332 | F DESIGN (13 CIRCLES) | 6/17/1994 | 1,924,807 | 4/28/1995 | 1,558,106 | REGISTERED | 09 |
| 65123-0335 | FISHER SCIENTIFIC | 6/17/1994 | 1,924,812 | 4/28/1995 | 1,558,108 | REGISTERED | 09 |
| 65123-0367 | FISHER SCIENTIFIC | 6/17/1994 | 1,924,811 | 2/28/1995 | 1,552,257 | REGISTERED | 01 |
| 65123-0334 | FISHERBRAND | 6/17/1994 | 1,924,816 | 4/28/1995 | 1,558,109 | REGISTERED | 09 |
| 65123-0336 | ISOTEMP | 6/17/1994 | 1,924,813 | 2/28/1995 | 1,552,258 | REGISTERED | 09 |
| ARMENIA | | | | | | | |
| 65123-1120 | FISHER SCIENTIFIC | 3/10/1999 | 99-0171 | 9/11/2000 | 5280 | REGISTERED | 01,09,42 11 |
| AUSTRALIA | | | | | | | |
| 65123-1016 | F DESIGN (1 CIRCLE) | 6/25/1998 | 765793 | 6/24/2002 | 765793 | REGISTERED | 01,09,11 |
| 65123-1017 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 6/25/1998 | 765791 | 6/24/2002 | 765791 | REGISTERED | 01,09,11 |
| 65123-1218 | FISHERBRAND | | 927834 | | | PENDING | 01,09,25 |
| AUSTRIA | | | | | | | |
| 65123-1219 | FISHERBRAND | 9/20/2002 | AM6035/2002 | | | PENDING | 01,09,25 |
| 65123-0480 | THROMBOSCREEN | 4/30/1980 | AM 237/80 | 4/30/1980 | 93788 | REGISTERED | 05,10 |
| AZERBAIJAN | | | | | | | |
| 65123-1122 | FISHER SCIENTIFIC | 3/2/1999 | 99.4418/3 | 9/4/2000 | N20000851 | REGISTERED | 01,09,42 |
| BELARUS | | | | | | | |
| 65123-1123 | FISHER SCIENTIFIC | 2/25/1999 | 19990359 | 7/5/2001 | 13895 | REGISTERED | 01,09,11 20,39 |
| BELGIUM | | | | | | | |
| 65123-0394 | ACCUMET | 1/25/1994 | 76,651 | 1/25/1994 | 544,413 | REGISTERED | 09 |
| 65123-0400 | CASTALOY | 4/21/1995 | 79,199 | 4/21/1995 | 572,651 | REGISTERED | 09,10 |
| 65123-0391 | F DESIGN (1 CIRCLE) | 2/2/1994 | 76,691 | 2/2/1994 | 547,467 | REGISTERED | 1,5 |
| 65123-0392 | F DESIGN (13 CIRCLES) | 2/2/1994 | 76,692 | 2/2/1994 | 544,008 | REGISTERED | 01,09,20 |
| 65123-0393 | FISHER RIMS | 1/25/1994 | 76,650 | 1/25/1994 | 544,412 | REGISTERED | 35 |
| 65123-0396 | FISHER SCIENTIFIC | 1/25/1994 | 76,653 | 1/25/1994 | 547,073 | REGISTERED | 01,09 |
| 65123-0395 | FISHERBRAND | 1/25/1994 | 76,652 | 1/25/1994 | 547,072 | REGISTERED | 09 |
| 65123-0399 | ISOTEMP | 5/9/1995 | 79,198 | 5/9/1995 | 570704 | REGISTERED | 09,11 |
| 65123-0398 | OPTIMA | 4/21/1995 | 79,194 | 4/21/1995 | 573031 | REGISTERED | 01 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------|--|------------|-----------|------------|------------|------------|---------|
| BOLIVIA | | | | | | | |
| 65123-0545 | F DESIGN (1 CIRCLE) | 7/26/1995 | 2765 | 4/18/1997 | 63485-C | REGISTERED | 09 |
| 65123-0546 | F DESIGN (1 CIRCLE) | 7/26/1995 | 2764 | 4/18/1997 | 63486-C | REGISTERED | 01 |
| 65123-0455 | F DESIGN (13 CIRCLES) | 7/26/1995 | 2763 | 1/22/1997 | 62825-C | REGISTERED | 09 |
| 65123-0547 | F DESIGN (13 CIRCLES) | 7/26/1995 | 2762 | 1/22/1997 | 62815-C | REGISTERED | 01 |
| 65123-0548 | FISHER SCIENTIFIC | 7/26/1995 | 2767 | 3/31/1997 | 63289-C | REGISTERED | 09 |
| 65123-0549 | FISHER SCIENTIFIC | 7/26/1995 | 2766 | 3/31/1997 | 63288-C | REGISTERED | 01 |
| 65123-0454 | FISHERBRAND | 7/26/1995 | 2768 | 1/22/1997 | 62824-C | REGISTERED | 09 |
| BRAZIL | | | | | | | |
| 65123-0338 | ACCUMET | 11/17/1994 | 818143304 | 6/10/1997 | 818143304 | REGISTERED | 09 |
| 65123-0339 | CONTEMPRA | 9/11/1992 | 816883696 | 6/21/1994 | 816883696 | REGISTERED | 20 |
| 65123-0342 | F DESIGN (13 CIRCLES) | 11/17/1994 | 818147342 | 11/12/1996 | 818147342 | REGISTERED | 09 |
| 65123-0340 | F DESIGN (13 CIRCLES) | 11/17/1994 | 818147350 | 4/29/1997 | 818147350 | REGISTERED | 01 |
| 65123-0365 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 5/2/1996 | 819219711 | 12/15/1998 | 819219711 | REGISTERED | 01 |
| 65123-0364 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 5/2/1996 | 819219690 | | | PENDING | 09 |
| 65123-0344 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 5/2/1996 | 819219703 | 12/15/1998 | 819219703 | REGISTERED | 40 |
| 65123-0375 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 5/2/1996 | 819219720 | 12/15/1998 | 819219720 | REGISTERED | 40 |
| 65123-0345 | FISHER SCIENTIFIC | 9/11/1992 | 816883661 | 1/25/1994 | 816883661 | REGISTERED | 01 |
| 65123-0346 | FISHER SCIENTIFIC | 9/11/1992 | 816883670 | 6/21/1994 | 816883670 | REGISTERED | 20 |
| 65123-2063 | FISHERBRAND | 9/23/2002 | 824960300 | | | PENDING | 01 |
| 65123-2064 | FISHERBRAND | 9/23/2002 | 824960297 | | | PENDING | 09 |
| 65123-0348 | ISOTEMP | 11/17/1994 | 818143312 | 11/19/1996 | 818143312 | REGISTERED | 09 |
| 65123-0349 | OPTIMA | 11/17/1994 | 818143339 | 2/12/1998 | 818143339 | REGISTERED | 01 |
| CANADA | | | | | | | |
| 65123-0263 | ACCUFLEX | 3/9/1988 | 602324 | 2/24/1989 | TMA351947 | REGISTERED | ** |
| 65123-0264 | ACCUMET | 4/15/1976 | 396960 | 6/10/1977 | TMA221077 | REGISTERED | ** |
| 65123-0262 | ACCU-PHAST & DESIGN | 3/9/1988 | 602329 | 4/28/1989 | TMA354993 | REGISTERED | ** |
| 65123-0266 | BOILEEZERS | 5/29/1992 | 705970 | 5/21/1993 | TMA412711 | REGISTERED | ** |
| 65123-0267 | CASTALOY | 4/15/1976 | 396963 | 2/23/1979 | TMA231871 | REGISTERED | ** |
| 65123-0268 | CELLINE | 3/9/1988 | 602323 | 2/24/1989 | TMA351946 | REGISTERED | ** |
| 65123-0269 | CHEMALERT | 3/1/1989 | 626441 | 9/28/1990 | TMA373806 | REGISTERED | ** |
| 65123-0324 | CHEMPURE | 8/19/1993 | 735,159 | 2/17/1995 | TMA439,514 | REGISTERED | ** |
| 65123-0270 | CHEMSOURCE | 3/9/1988 | 602322 | 2/24/1989 | TMA351945 | REGISTERED | ** |
| 65123-0325 | CMS | 8/19/1993 | 735,158 | 1/6/1998 | TMA487,657 | REGISTERED | ** |
| 65123-0326 | CMS & DESIGN | 8/19/1993 | 735,161 | 1/6/1998 | TMA487,659 | REGISTERED | ** |
| 65123-0272 | DESICOOLER | 5/29/1992 | 705976 | 6/4/1993 | TMA413217 | REGISTERED | ** |
| 65123-0273 | DYNA-MIX | 4/16/1991 | 679804 | 2/21/1992 | TMA394562 | REGISTERED | ** |
| 65123-0275 | EQUATHERM | 8/19/1993 | 735157 | 9/29/1995 | TMA448273 | REGISTERED | ** |
| 65123-1144 | EXTRATERRESTRIAL GARDEN | 4/15/1999 | 1012028 | | | PENDING | ** |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------------------|--|------------|---------|------------|------------|------------|---------|
| CANADA continued... | | | | | | | |
| 65123-0276 | F DESIGN (13 CIRCLES) | 8/28/1979 | 445035 | 6/27/1980 | TMA247229 | REGISTERED | ** |
| 65123-0277 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 4/23/1996 | 810622 | 11/4/1999 | TMA519127 | REGISTERED | **,** |
| 65123-0278 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 4/23/1996 | 810623 | 12/7/1999 | TMA520393 | REGISTERED | **,** |
| 65123-0279 | FASTBACK | 3/9/1988 | 602328 | 2/24/1989 | TMA351949 | REGISTERED | ** |
| 65123-1151 | FISHER 1ST CHOICE | 6/4/1999 | 1017932 | | | PENDING | |
| 65123-1206 | FISHER BIOBLOCK SCIENTIFIC | 6/21/2001 | 1107104 | | | PENDING | |
| 65123-0281 | FISHER SPLASHGON | 6/25/1992 | 707830 | 6/4/1993 | TMA413229 | REGISTERED | ** |
| 65123-0282 | FISHERBIOTECH | 11/8/1988 | 618840 | 2/23/1990 | TMA365884 | REGISTERED | ** |
| 65123-0283 | FISHERBRAND | 12/29/1987 | 597986 | 4/21/1989 | TMA354889 | REGISTERED | ** |
| 65123-0284 | FISHERFAX & DESIGN | 10/6/1994 | 765888 | 6/14/1996 | TMA459367 | REGISTERED | ** |
| 65123-0285 | FISHERFINEST | 12/29/1987 | 597987 | 2/10/1989 | TMA351490 | REGISTERED | ** |
| 65123-0286 | FL-70 | 10/17/1990 | 668539 | 1/10/1992 | TMA392796 | REGISTERED | ** |
| 65123-0287 | FLEXAFRAME | 4/15/1976 | 396967 | 1/6/1978 | TMA225226 | REGISTERED | ** |
| 65123-0288 | FORMALDE-FRESH | 10/17/1990 | 668538 | 11/29/1991 | TMA391004 | REGISTERED | ** |
| 65123-0289 | GRAM-PAC | 4/16/1991 | 679802 | 2/21/1992 | TMA394560 | REGISTERED | ** |
| 65123-0290 | HEMATALL | 11/1/1990 | 669,448 | 12/13/1991 | TMA391,792 | REGISTERED | ** |
| 65123-0291 | HISTO PREP | 3/9/1988 | 602,315 | 2/24/1989 | TMA351,940 | REGISTERED | ** |
| 65123-0292 | ISOTEMP | 4/15/1976 | 396,969 | 6/17/1977 | TMA221,251 | REGISTERED | ** |
| 65123-0519 | LABCRAFT | 8/19/1993 | 735,156 | 8/12/1994 | TMA431,862 | REGISTERED | ** |
| 65123-0941 | MARATHON | 7/2/1997 | 849,437 | 7/30/1998 | TMA498,107 | REGISTERED | ** |
| 65123-1243 | MAYBRIDGE | 3/16/2001 | 1096255 | | | PENDING | |
| 65123-0293 | MEDIA-MISER | 9/17/1987 | 591,966 | 12/9/1988 | TMA348,877 | REGISTERED | ** |
| 65123-0295 | MICROMASTER | 3/9/1988 | 602,317 | 1/25/1991 | TMA378,674 | REGISTERED | ** |
| 65123-0294 | MICRO-MASTER | 3/3/1962 | 267,942 | 10/19/1962 | TMA128,436 | REGISTERED | ** |
| 65123-0296 | MICROMASTER & DESIGN | 3/9/1988 | 602,343 | 6/1/1990 | TMA369,039 | REGISTERED | ** |
| 65123-0297 | MICROPROBE | 11/1/1990 | 669,659 | 6/4/1993 | TMA413,045 | REGISTERED | ** |
| 65123-0298 | NEUTRAZIDE | 10/17/1990 | 668,537 | 11/22/1991 | TMA390,650 | REGISTERED | ** |
| 65123-0299 | OMNI SETTE | 4/16/1991 | 680,009 | 3/13/1992 | TMA395,716 | REGISTERED | ** |
| 65123-0300 | OPTIMA | 11/1/1990 | 669,609 | 8/21/1992 | TMA401,643 | REGISTERED | ** |
| 65123-0301 | PERMOUNT | 10/17/1990 | 668,536 | 11/29/1991 | TMA391,003 | REGISTERED | ** |
| 65123-0302 | POLY PAC | 3/9/1988 | 602,318 | 7/13/1990 | TMA370,571 | REGISTERED | ** |
| 65123-0303 | PRONTO | 3/9/1988 | 602,320 | 2/24/1989 | TMA351,943 | REGISTERED | ** |
| 65123-0304 | REDI/PLATE | 5/29/1992 | 705,977 | 8/6/1993 | TMA415,276 | REGISTERED | ** |
| 65123-0305 | REXYN | 5/29/1992 | 705,978 | 5/21/1993 | TMA412,712 | REGISTERED | ** |
| 65123-0306 | RIDOX | 5/29/1992 | 705,979 | 5/21/1993 | TMA412,713 | REGISTERED | ** |
| 65123-0307 | SAFE-COTE | 3/9/1988 | 602,326 | 2/24/1989 | TMA351,948 | REGISTERED | ** |
| 65123-0308 | SCIENCE LINK | 9/9/1994 | 763,761 | 2/2/1996 | TMA453,472 | REGISTERED | ** |
| 65123-0309 | SCINTILENE | 4/16/1991 | 680,010 | 2/5/1993 | TMA407,783 | REGISTERED | ** |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------------|---------------------------------------|------------|------------|------------|------------|------------|----------|
| <i>CANADA continued...</i> | | | | | | | |
| 65123-0310 | SCINTIPREP | 4/16/1991 | 680,011 | 3/27/1992 | TMA396,449 | REGISTERED | ** |
| 65123-0311 | SCINTIVERSE | 4/16/1991 | 680,013 | 4/17/1992 | TMA397,410 | REGISTERED | ** |
| 65123-0327 | SILVER LABEL | 8/19/1993 | 735,421 | 8/12/1994 | TMA431,865 | REGISTERED | ** |
| 65123-1154 | SLIDE-SAVER | 6/17/1999 | 1019283 | | | PENDING | |
| 65123-0312 | SPARKLEEN | 4/15/1976 | 396,973 | 6/3/1977 | TMA220,989 | REGISTERED | ** |
| 65123-0313 | SPECTRANALYZED | 4/15/1976 | 396,974 | 12/9/1977 | TMA224,663 | REGISTERED | ** |
| 65123-0314 | SPOONULA | 5/29/1992 | 705,980 | 5/21/1993 | TMA412,714 | REGISTERED | ** |
| 65123-0315 | SPOONULET | 5/29/1992 | 705,981 | 6/4/1993 | TMA413,218 | REGISTERED | ** |
| 65123-0316 | STEREOMASTER & DESIGN | 8/8/1988 | 612,587 | 7/21/1989 | TMA358,610 | REGISTERED | ** |
| 65123-0317 | STOCKPRO | 3/9/1988 | 602,321 | 2/24/1989 | TMA351,944 | REGISTERED | ** |
| 65123-0318 | TENSIOMAT | 5/29/1992 | 705,982 | 5/21/1993 | TMA412,715 | REGISTERED | ** |
| 65123-0319 | THERMIX | 4/15/1976 | 396,975 | 12/9/1977 | TMA224,664 | REGISTERED | ** |
| 65123-0328 | THROMBOSCREEN | 4/25/1980 | 452,913 | 5/1/1981 | TMA258,283 | REGISTERED | ** |
| 65123-0320 | TISSUEPREP | 4/15/1976 | 396,977 | 12/16/1977 | TMA224,862 | REGISTERED | ** |
| 65123-0321 | TRU-GLU | 10/17/1990 | 668,511 | 7/31/1992 | TMA400,797 | REGISTERED | ** |
| 65123-1979 | TWISTIR | 10/10/2000 | 1078061 | | | PENDING | |
| 65123-0322 | VERSA-BATH | 4/15/1976 | 396,979 | 12/16/1977 | TMA224,861 | REGISTERED | ** |
| 65123-0323 | VERSA-CLEAN | 11/23/1990 | 671,128 | 1/31/1992 | TMA393,633 | REGISTERED | ** |
| CHILE | | | | | | | |
| 65123-0350 | ACCUMET | 6/16/1994 | 277.187 | 4/5/1995 | 442.879 | REGISTERED | 09 |
| 65123-1064 | CMS | 3/29/1995 | 303,341 | 2/29/1996 | 457,920 | REGISTERED | 01,09 |
| 65123-1065 | CMS & DESIGN | 3/29/1995 | 303,342 | 2/29/1996 | 457,921 | REGISTERED | 01,09 |
| 65123-0351 | F DESIGN (1 CIRCLE) | 6/16/1994 | 277.185 | 4/5/1995 | 442.878 | REGISTERED | 01 |
| 65123-0352 | F DESIGN (13 CIRCLES) | 6/16/1994 | 277.184 | 4/5/1995 | 442.877 | REGISTERED | 01,09,20 |
| 65123-0354 | FISHER SCIENTIFIC | 11/14/1994 | 291.269 | 9/15/1995 | 450.261 | REGISTERED | 35 |
| 65123-0373 | FISHER SCIENTIFIC | 7/28/1994 | 281.056 | 8/9/1996 | 465.545 | REGISTERED | 01 |
| 65123-2056 | FISHERBRAND | 9/23/2002 | 582094 | | | PENDING | 01 |
| 65123-2057 | FISHERBRAND | 9/23/2002 | 582093 | | | PENDING | 25 |
| 65123-0355 | ISOTEMP | 6/16/1994 | 277.188 | 4/5/1995 | 442.880 | REGISTERED | 09 |
| CHINA | | | | | | | |
| 65123-1899 | F DESIGN (1 CIRCLE) | 8/5/1998 | 9800088739 | 1/7/2000 | 1350061 | REGISTERED | 01 |
| 65123-1900 | F DESIGN (1 CIRCLE) | 8/5/1998 | 9800088738 | 1/28/2000 | 1358674 | REGISTERED | 09 |
| 65123-0677 | F DESIGN (13 CIRCLES) | 12/4/1998 | 98010526 | 1/14/1995 | 724,638 | REGISTERED | 01 |
| 65123-0678 | F DESIGN (13 CIRCLES) | 12/4/1998 | 98010527 | 7/28/1997 | 1,063,351 | REGISTERED | 20 |
| 65123-0679 | F DESIGN (13 CIRCLES) | 12/4/1998 | 98010528 | 3/21/1995 | 736,053 | REGISTERED | 09 |
| 65123-1891 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 9/25/1998 | 9800109584 | 6/14/2000 | 1395049 | REGISTERED | 01 |
| 65123-1908 | F FISHER SCIENTIFIC & DESIGN (1-LINE) | 9/25/1998 | 9800109585 | 6/14/2000 | 1408343 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------------------------|---|------------|------------|------------|---------|------------|---------|
| <i>CHINA continued...</i> | | | | | | | |
| 65123-1946 | F SCIENCE LAB FISHER SCIENTIFIC & DESIGN (in | 4/5/2000 | 2000043138 | 12/28/2001 | 1688977 | REGISTERED | 20 |
| 65123-1171 | FARCO (CHINESE TRANSLITERATION) | 9/21/1999 | 9900113139 | 1/21/2001 | 1508049 | REGISTERED | 01 |
| 65123-1170 | FARCO (IN ENGLISH) | 9/21/1999 | 9900113138 | 1/21/2001 | 1508047 | REGISTERED | 01 |
| 65123-1892 | FISHER (TRANSLITERATION #1 - CHINESE CHARACTERS) | 8/5/1998 | 9800088717 | 1/7/2000 | 1350068 | REGISTERED | 01 |
| 65123-1893 | FISHER (TRANSLITERATION #1 - CHINESE CHARACTERS) | 8/5/1998 | 9800088716 | 2/21/2000 | 1366331 | REGISTERED | 09 |
| 65123-1894 | FISHER (TRANSLITERATION #2 - CHINESE CHARACTERS) | 8/5/1998 | 9800088736 | 1/7/2000 | 1350066 | REGISTERED | 01 |
| 65123-1895 | FISHER (TRANSLITERATION #2 - CHINESE CHARACTERS) | 8/5/1998 | 9800088737 | 1/28/2000 | 1358675 | REGISTERED | 09 |
| 65123-0680 | FISHER SCIENTIFIC | 12/4/1998 | 98010530 | 4/28/1995 | 742,962 | REGISTERED | 20 |
| 65123-0681 | FISHER SCIENTIFIC | 8/14/1993 | 93,068,835 | 1/14/1995 | 724,639 | REGISTERED | 01 |
| 65123-1890 | FISHER SCIENTIFIC | 9/25/1998 | 9800109586 | 6/14/2000 | 1408342 | REGISTERED | 09 |
| 65123-1173 | FISHERBRAND (CHINESE TRANSLITERATION) | 9/21/1999 | 9900113140 | 1/21/2001 | 1508050 | REGISTERED | 01 |
| 65123-1178 | FISHERBRAND (CHINESE TRANSLITERATION) | 9/21/1999 | 9900113141 | 3/21/2001 | 1542287 | REGISTERED | 09 |
| 65123-1172 | FISHERBRAND (IN ENGLISH) | 9/21/1999 | 9900113142 | 1/21/2001 | 1508048 | REGISTERED | 01 |
| 65123-1177 | FISHERBRAND (IN ENGLISH) | 9/21/1999 | 9900113143 | | | PENDING | 09 |
| COLOMBIA | | | | | | | |
| 65123-0973 | CMS | 4/20/1995 | 16,281 | 7/31/1995 | 177,876 | REGISTERED | 10 |
| 65123-0971 | CMS | 4/20/1995 | 16,283 | 8/8/1995 | 178,318 | REGISTERED | 09 |
| 65123-0969 | CMS | 4/20/1995 | 16,280 | 8/8/1995 | 178,316 | REGISTERED | 01 |
| 65123-1066 | CMS | 7/29/1994 | 33,165 | 1/26/1995 | 173,521 | REGISTERED | 42 |
| 65123-0974 | CMS & DESIGN | 4/20/1995 | 16,284 | 8/8/1995 | 178,319 | REGISTERED | 10 |
| 65123-0972 | CMS & DESIGN | 4/20/1995 | 16,279 | 7/31/1995 | 177,875 | REGISTERED | 09 |
| 65123-0970 | CMS & DESIGN | 4/20/1995 | 16,282 | 8/8/1995 | 178,317 | REGISTERED | 01 |
| 65123-1067 | CMS & DESIGN | 7/29/1994 | 33,164 | 1/26/1995 | 173,522 | REGISTERED | 42 |
| 65123-0550 | F DESIGN (1 CIRCLE) | 12/29/1994 | 59,027 | 8/24/1995 | 181,641 | REGISTERED | 01 |
| 65123-0551 | F DESIGN (1 CIRCLE) | 12/29/1994 | 59,047 | 9/29/1995 | 182,568 | REGISTERED | 09 |
| 65123-0552 | F DESIGN (13 CIRCLES) | 12/29/1994 | 59,046 | 8/24/1995 | 181,642 | REGISTERED | 01 |
| 65123-0553 | F DESIGN (13 CIRCLES) | 12/29/1994 | 59,026 | 9/29/1995 | 182,569 | REGISTERED | 09 |
| 65123-2047 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 4/2/2002 | 02027815 | | | PENDING | 09 |
| 65123-0556 | FISHER SCIENTIFIC | 12/29/1994 | 59,062 | 7/14/1995 | 181,651 | REGISTERED | 01 |
| 65123-0557 | FISHERBRAND | 12/29/1994 | 58,968 | 7/31/1995 | 182,186 | REGISTERED | 09 |
| 65123-0558 | ISOTEMP | 12/29/1994 | 59,081 | 8/24/1995 | 181,650 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-----------------------|--|-----------|---------------|------------|-------------|------------|----------|
| COSTA RICA | | | | | | | |
| 65123-0559 | F DESIGN (1 CIRCLE) | 3/28/1995 | N/A | 8/1/1996 | 95,572 | REGISTERED | 09 |
| 65123-0560 | F DESIGN (13 CIRCLES) | 3/28/1995 | N/A | 9/4/1996 | 97,012 | REGISTERED | 01 |
| 65123-0561 | FISHER SCIENTIFIC | 3/28/1995 | 0-4664 | 8/7/1996 | 95,634 | REGISTERED | 01 |
| 65123-2059 | FISHERBRAND | | 026665 | | | PENDING | 01 |
| 65123-2060 | FISHERBRAND | | 026666 | | | PENDING | 25 |
| CZECH REPUBLIC | | | | | | | |
| 65123-2061 | FISHERBRAND | 9/23/2002 | 183888 | | | PENDING | 01,09,25 |
| DENMARK | | | | | | | |
| 65123-2032 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 4/26/1996 | VA 2002 00623 | | | PENDING | 01 |
| 65123-1220 | FISHERBRAND | 9/20/2002 | VA200203751 | 10/8/2002 | VR200203520 | REGISTERED | 01,09,25 |
| 65123-0481 | THROMBOSCREEN | 1/22/1980 | 345/80 | 9/26/1980 | 3699/80 | REGISTERED | 05,10 |
| ECUADOR | | | | | | | |
| 65123-0564 | F DESIGN (1 CIRCLE) | 12/2/1994 | 52,481 | 12/28/1995 | 5074-95 | REGISTERED | 01 |
| 65123-0565 | F DESIGN (1 CIRCLE) | 12/2/1994 | 52,480 | 12/28/1995 | 5073-95 | REGISTERED | 09 |
| 65123-0566 | F DESIGN (13 CIRCLES) | 12/2/1994 | 52,479 | 12/28/1995 | 5072-95 | REGISTERED | 01 |
| 65123-0567 | F DESIGN (13 CIRCLES) | 12/2/1994 | 52,485 | 10/25/1996 | 1539-96 | REGISTERED | 09 |
| 65123-0568 | FISHER SCIENTIFIC | 12/2/1994 | 52,484 | 10/25/1996 | 1538-96 | REGISTERED | 01 |
| EGYPT | | | | | | | |
| 65123-1018 | F DESIGN (1 circle) | 1/5/1999 | 120591 | | | PENDING | 01 |
| 65123-1019 | F DESIGN (1 CIRCLE) | 1/5/1999 | 120592 | | | PENDING | 09 |
| 65123-1020 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 1/5/1999 | 120594 | | | PENDING | 01 |
| 65123-1021 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 1/5/1999 | 120595 | | | PENDING | 09 |
| 65123-1103 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 1/5/1999 | 120596 | | | PENDING | 42 |
| 65123-1102 | F FISHER SCIENTIFIC COMPANY L.L.C. & DESIGN (1 | 1/5/1999 | 120593 | | | PENDING | 42 |
| 65123-1104 | FISHER | 1/5/1999 | 120585 | | | PENDING | 01 |
| 65123-1105 | FISHER | 1/5/1999 | 120586 | | | PENDING | 09 |
| 65123-1106 | FISHER | 1/5/1999 | 120587 | | | PENDING | 42 |
| 65123-1107 | FISHERBRAND | 1/5/1999 | 120588 | | | PENDING | 01 |
| 65123-1108 | FISHERBRAND | 1/5/1999 | 120589 | | | PENDING | 09 |
| 65123-1109 | FISHERBRAND | 1/5/1999 | 120590 | | | PENDING | 42 |
| EL SALVADOR | | | | | | | |
| 65123-0388 | F DESIGN (1 CIRCLE) | 12/9/1994 | 4622-94 | 11/21/1996 | 157 B.39 | REGISTERED | 09 |
| 65123-0570 | F DESIGN (1 CIRCLE) | 12/9/1994 | 4626-94 | 10/28/1996 | 111 B.38 | REGISTERED | 01 |
| 65123-0456 | F DESIGN (13 CIRCLES) | 12/9/1994 | 4638-94 | 1/16/1997 | 132 B.45 | REGISTERED | 01 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|------------------------------------|--|-----------|---------------|------------|------------|------------|-------------------|
| EL SALVADOR continued . . . | | | | | | | |
| 65123-0571 | F DESIGN (13 CIRCLES) | 12/9/1994 | 4639-94 | 1/16/1997 | 49 B.46 | REGISTERED | 09 |
| 65123-0573 | FISHER SCIENTIFIC | 12/9/1994 | E-4621/94 | 8/21/1998 | 40 B. 80 | REGISTERED | 01 |
| 65123-0574 | FISHER SCIENTIFIC | 12/9/1994 | E-4623/94 | 3/5/1997 | 229 B.50 | REGISTERED | 09 |
| 65123-0575 | FISHERBRAND & DESIGN | 12/9/1994 | E-4624/94 | 2/3/2000 | 128/101 | REGISTERED | 09 |
| ESTONIA | | | | | | | |
| 65123-1124 | FISHER SCIENTIFIC | 2/26/1999 | 99-00361 | 10/18/2000 | 32583 | REGISTERED | 01,09,35 |
| EUROPEAN UNION (CTM) | | | | | | | |
| 65123-0385 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 4/26/1996 | 292052 | 1/8/2002 | 292052 | REGISTERED | 01,09,35 |
| 65123-0386 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 4/26/1996 | 254581 | 11/7/2001 | 254581 | REGISTERED | 09,35 |
| 65123-1242 | MAYBRIDGE | 9/20/2000 | 1862721 | 11/28/2001 | 1862721 | REGISTERED | 01,05,42 |
| FEDERATION OF RUSSIA | | | | | | | |
| 65123-1982 | F FISHER SCIENTIFIC & DESIGN (2-LINE) | 9/29/2000 | 2000724953 | | | PENDING | 01,09,11 20,42 |
| 65123-1221 | FISHERBRAND | | | | | MAILED | 01,09,25 |
| FINLAND | | | | | | | |
| 65123-2033 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 2/18/2002 | T200103779 | 9/30/2002 | 225359 | REGISTERED | 01 |
| 65123-0482 | THROMBOSCREEN | 2/1/1980 | 80,767 | 9/6/1982 | 82,713 | REGISTERED | 05,10 |
| FRANCE | | | | | | | |
| 65123-0404 | ACCUMET | 7/8/1988 | 940,657 | 7/8/1988 | 1,475,802 | REGISTERED | 09 |
| 65123-0412 | CASTALOY | 5/4/1995 | 95,570,371 | 5/4/1995 | 95,570,371 | REGISTERED | 09 |
| 65123-0410 | F DESIGN (1 CIRCLE) | 2/7/1994 | 94,505,147 | 2/7/1994 | 94,505,147 | REGISTERED | 01,09,11 20,21 |
| 65123-0408 | F DESIGN (13 CIRCLES) | 7/12/1988 | 941,324 | 7/12/1988 | 1,477,067 | REGISTERED | 01,09 |
| 65123-0409 | FISHER SCIENTIFIC | 2/7/1994 | 94,505,146 | 2/7/1994 | 94,505,146 | REGISTERED | 01,09,20 21 |
| 65123-0406 | FISHER SCIENTIFIC COMPANY | 7/12/1988 | 941,322 | 7/12/1988 | 1,477,065 | REGISTERED | 01,09 |
| 65123-0415 | FISHERBIOTECH | 5/4/1995 | 95,570,374 | 5/4/1995 | 95,570,374 | REGISTERED | 01,09 |
| 65123-0405 | FISHERBRAND | 7/12/1988 | 941,321 | 7/12/1988 | 1,477,064 | REGISTERED | 01,09 |
| 65123-0407 | ISOTEMP | 7/12/1988 | 941,323 | 7/12/1988 | 1,477,066 | REGISTERED | 09 |
| 65123-0413 | MICROPROBE | 5/4/1995 | 95,570,372 | 5/4/1995 | 95,570,372 | REGISTERED | 05,10 |
| 65123-0414 | OPTIMA | 5/4/1995 | 95,570,373 | 5/4/1995 | 95,570,373 | REGISTERED | 01 |
| 65123-0483 | THROMBOSCREEN | 4/10/1990 | 201,757 | 4/10/1990 | 1,585,854 | REGISTERED | 01,05,10 |
| GEORGIA | | | | | | | |
| 65123-1125 | FISHER SCIENTIFIC | 2/26/1999 | T 1999 014344 | 1/31/2000 | M13107 | REGISTERED | 01,09,42 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|------------------|--|------------|------------|------------|------------|------------|----------------------------------|
| GERMANY | | | | | | | |
| 65123-0417 | ACCUMET | 2/2/1994 | F 43554 | 12/30/1994 | 2,088,828 | REGISTERED | 09 |
| 65123-0422 | CASTALOY | 4/24/1995 | 39518789.3 | 1/2/1996 | 39,518,789 | REGISTERED | 09 |
| 65123-0387 | F DESIGN (1 CIRCLE) | 1/1/1995 | F 43556 | 2/14/1996 | 2,912,698 | REGISTERED | 01 |
| 65123-0418 | F DESIGN (13 CIRCLES) | 2/2/1994 | F 43558 | 1/13/1995 | 2,089,744 | REGISTERED | 01,09,11 20 |
| 65123-0416 | FISHER RIMS | 2/2/1994 | F 43559 | 12/23/1994 | 2,088,168 | REGISTERED | 35,42 |
| 65123-0424 | FISHERBIOTECH | 4/24/1995 | 39518782.6 | 3/19/1996 | 39518782 | REGISTERED | 01 |
| 65123-0419 | FISHERBRAND | 2/2/1994 | F 43555 | 7/9/1999 | 2105841 | REGISTERED | 01,09,20 |
| 65123-0458 | ISOTEMP | 4/24/1995 | 39518783.4 | 5/29/1996 | 39,518,783 | REGISTERED | 09 |
| 65123-0389 | LAB REPORTER | 11/20/1995 | 248285 | 10/23/1996 | 39,548,285 | REGISTERED | 16 |
| 65123-0526 | OPTIMA | 4/24/1995 | 39518785.0 | 5/15/2000 | 39518785 | REGISTERED | 01 |
| 65123-0423 | PROBEON | 4/24/1995 | 39518786.9 | 1/2/1996 | 39,518,786 | REGISTERED | 09 |
| 65123-0484 | THROMBOSCREEN | 1/24/1980 | C 29071/5 | 9/29/1980 | 1008424 | REGISTERED | 05,10 |
| GREECE | | | | | | | |
| 65123-2034 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 11/8/2001 | 176 | | | PENDING | 01 |
| 65123-1222 | FISHERBRAND | 9/23/2002 | 148181 | | | PENDING | 01,03,05 08,09,10 11,16,21 |
| GUATEMALA | | | | | | | |
| 65123-0576 | F DESIGN (1 CIRCLE) | 12/19/1994 | 8657-94 | 3/8/1998 | 89283 | REGISTERED | 01 |
| 65123-0961 | F DESIGN (1 CIRCLE) | 12/19/1994 | 8656-94 | 4/24/2002 | 117130 | REGISTERED | 09 |
| 65123-0577 | F DESIGN (13 CIRCLES) | 12/19/1994 | 8658-94 | 11/3/1997 | 87,500 | REGISTERED | 09 |
| 65123-0578 | F DESIGN (13 CIRCLES) | 12/19/1994 | 8659-94 | 11/24/1997 | 88,878 | REGISTERED | 01 |
| 65123-0579 | FISHER SCIENTIFIC | 12/19/1994 | 8654-94 | 11/24/1997 | 88,877 | REGISTERED | 01 |
| 65123-0580 | FISHER SCIENTIFIC | 12/19/1994 | 8655-94 | 5/2/1999 | 95111 | REGISTERED | 09 |
| 65123-0572 | FISHERBRAND | 12/19/1994 | 8653-94 | 11/3/1997 | 87,499 | REGISTERED | 09 |
| HONDURAS | | | | | | | |
| 65123-0581 | F DESIGN (1 CIRCLE) | 5/2/1995 | 4322/95 | 12/28/1995 | 64015 | REGISTERED | 01 |
| 65123-0582 | F DESIGN (1 CIRCLE) | 5/2/1995 | 4321/95 | 12/28/1995 | 64019 | REGISTERED | 09 |
| 65123-0583 | F DESIGN (13 CIRCLES) | 5/2/1995 | 4323/95 | 12/28/1995 | 64007 | REGISTERED | 09 |
| 65123-0584 | F DESIGN (13 CIRCLES) | 5/2/1995 | 4324/95 | 12/28/1995 | 64016 | REGISTERED | 01 |
| 65123-0585 | FISHER SCIENTIFIC | 5/2/1995 | 4319/95 | 12/28/1995 | 64020 | REGISTERED | 09 |
| 65123-0586 | FISHER SCIENTIFIC | 5/2/1995 | 4320/95 | 12/28/1995 | 64021 | REGISTERED | 01 |
| 65123-0587 | FISHERBRAND | 5/2/1995 | 4318/95 | 12/28/1995 | 64004 | REGISTERED | 09 |
| HONG KONG | | | | | | | |
| 65123-1084 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 6/24/1998 | 8208/1998 | 10/25/1999 | 12899/1999 | REGISTERED | 01 |
| 65123-1085 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 6/24/1998 | 8207/1998 | 1/11/2000 | 00576/2000 | REGISTERED | 09 |
| 65123-1161 | FARCO | 9/9/1999 | 99/12402 | 4/11/2000 | 2000/5398 | REGISTERED | 01 |
| 65123-1082 | FISHER | 6/24/1998 | 8210/1998 | 10/25/1999 | 12900/1999 | REGISTERED | 01 |
| 65123-1083 | FISHER | 6/24/1998 | 8209/1998 | 1/11/2000 | 00577/2000 | REGISTERED | 09 |
| 65123-1086 | FISHERBRAND | 6/24/1998 | 8206/1998 | 1/11/2000 | 00575/2000 | REGISTERED | 09 |

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|------------------|--|-----------|---------------|------------|---------|------------|----------|
| INDIA | | | | | | | |
| 65123-0689 | F DESIGN (1 CIRCLE) | 7/21/1994 | 634,583 | | | PENDING | 01 |
| 65123-1022 | F DESIGN (1 circle) | 7/1/1998 | 808534 | | | PENDING | 09 |
| 65123-1023 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/1/1998 | 808533 | | | PENDING | 01 |
| 65123-1024 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/1/1998 | 808532 | | | PENDING | 09 |
| 65123-0692 | FISHER SCIENTIFIC | 7/21/1994 | 634,584 | | | PENDING | 01 |
| 65123-0693 | FISHER SCIENTIFIC | 7/21/1994 | 634,585 | | | PENDING | 09 |
| 65123-0994 | FISHERBRAND | 7/21/1994 | 634,586 | | | PENDING | 09 |
| INDONESIA | | | | | | | |
| 65123-1025 | F DESIGN (1 CIRCLE) | 7/28/1998 | d98-12999 | 3/1/2000 | 441571 | REGISTERED | 01 |
| 65123-1026 | F DESIGN (1 circle) | 7/28/1998 | d98-13000 | 3/1/2000 | 441572 | REGISTERED | 09 |
| 65123-0694 | F DESIGN (13 CIRCLES) | 6/22/1995 | 10,775 | 10/18/1996 | 371,667 | REGISTERED | 01 |
| 65123-0959 | F DESIGN (13 CIRCLES) | 6/22/1995 | 10,776 | 11/7/1996 | 373,384 | REGISTERED | 09 |
| 65123-1027 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/28/1998 | d98-13002 | 3/1/2000 | 441573 | REGISTERED | 09 |
| 65123-1028 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/28/1998 | d98-13001 | 3/1/2000 | 441574 | REGISTERED | 09 |
| 65123-0695 | FISHER SCIENTIFIC | 6/22/1995 | 10,777 | 10/24/1996 | 372,381 | REGISTERED | 01 |
| 65123-0990 | FISHER SCIENTIFIC | 6/22/1995 | 10,778 | 9/26/1996 | 368,910 | REGISTERED | 09 |
| 65123-1975 | FISHERBRAND & DESIGN | 3/14/2001 | 2001052755307 | | | PENDING | 09 |
| IRELAND | | | | | | | |
| 65123-2035 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | | 96/6636 | | | PENDING | 01 |
| 65123-1223 | FISHERBRAND | 9/19/2002 | 200201879 | | | PENDING | 01,09,25 |
| ISRAEL | | | | | | | |
| 65123-1224 | FISHERBRAND | 9/19/2002 | 159413 | | | PENDING | 01 |
| 65123-1225 | FISHERBRAND | 9/19/2002 | 159414 | | | PENDING | 09 |
| 65123-1226 | FISHERBRAND | 9/19/2002 | 159415 | | | PENDING | 25 |
| ITALY | | | | | | | |
| 65123-0892 | ACCUMET | 4/22/1994 | TO94C001117 | 7/4/1996 | 683,207 | REGISTERED | 09 |
| 65123-0430 | F DESIGN (1 CIRCLE) | 4/22/1994 | TO94C001118 | 7/4/1996 | 683,208 | REGISTERED | 01 |
| 65123-0431 | F DESIGN (13 CIRCLES) | 4/22/1994 | TO94C01119 | 7/4/1996 | 683,209 | REGISTERED | 01,09,20 |
| 65123-0432 | FISHER SCIENTIFIC | 4/22/1994 | TO94C001120 | 7/4/1996 | 683,210 | REGISTERED | 01,09 |
| 65123-0429 | FISHERBRAND | 4/22/1994 | TO94C001116 | 7/4/1996 | 683,206 | REGISTERED | 09 |
| 65123-0428 | MARATHON | 4/22/1994 | TO94C001115 | 7/4/1996 | 683,205 | REGISTERED | 09 |
| 65123-0485 | THROMBOSCREEN | 5/5/2000 | TO2000C001410 | 11/20/1985 | 380,196 | REGISTERED | 05,10 |

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|-------------------|---|------------|-------------|------------|-----------|------------|----------------|
| JAMAICA | | | | | | | |
| 65123-0588 | F DESIGN (1 CIRCLE) | 1/19/1995 | 1-935 | 1/19/1995 | B26,837 | REGISTERED | 01 |
| 65123-0589 | F DESIGN (1 CIRCLE) | 1/19/1995 | 9-1463 | 1/19/1995 | B26,883 | REGISTERED | 09 |
| 65123-0447 | FISHER SCIENTIFIC | 1/19/1995 | 1-937 | 1/19/1995 | B28,232 | REGISTERED | 01 |
| 65123-0592 | FISHER SCIENTIFIC | 1/19/1995 | 9-1645 | 1/19/1995 | B27,647 | REGISTERED | 09 |
| 65123-0594 | FISHERBRAND | 1/19/1995 | 9-1646 | 1/19/1995 | B27,646 | REGISTERED | 09 |
| JAPAN | | | | | | | |
| 65123-0697 | ACCUMET | 6/2/1995 | 55400/1995 | 9/17/1999 | 4316539 | REGISTERED | 09 |
| 65123-0474 | BLOOD DROP & DESIGN | 6/27/1990 | 72367/90 | 1/29/1993 | 2,498,251 | REGISTERED | 1 |
| 65123-0698 | CASTALOY | 6/2/1995 | 55401/1995 | 6/13/1997 | 4,012,086 | REGISTERED | 09 |
| 65123-1929 | F & DESIGN (1 CIRCLE) (DIVISIONAL APP) | 7/8/1998 | 2000-12001 | 9/7/2001 | 4504219 | REGISTERED | 01 |
| 65123-1029 | F DESIGN (1 circle) | 7/8/1998 | 10-57455 | 1/19/2001 | 4446741 | REGISTERED | 09 |
| 65123-0703 | F DESIGN (13 CIRCLES) | 6/17/1993 | 59907/1993 | 10/31/1996 | 3,211,113 | REGISTERED | 09 |
| 65123-0704 | F DESIGN (13 CIRCLES) | 6/17/1993 | 59906/1993 | 2/29/1996 | 3,121,692 | REGISTERED | 01 |
| 65123-0705 | F DESIGN (13 CIRCLES) | 6/17/1993 | 59908/1993 | 6/28/1996 | 3,167,765 | REGISTERED | 20 |
| 65123-0457 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 4/19/1996 | 43520/1996 | 2/20/1998 | 3,369,049 | REGISTERED | 01 |
| 65123-0699 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 4/19/1996 | 43521/1996 | 4/2/1999 | 4258200 | REGISTERED | 09 |
| 65123-0702 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 4/19/1996 | 43523/1996 | 4/23/1999 | 4266066 | REGISTERED | 09 |
| 65123-0707 | FISHER SCIENTIFIC | 6/17/1993 | 59903/1993 | 2/29/1996 | 3,121,691 | REGISTERED | 01 |
| 65123-0708 | FISHER SCIENTIFIC | 6/17/1993 | 59904/1993 | 6/28/1996 | 3,173,136 | REGISTERED | 09 |
| 65123-0709 | FISHERBIOTECH | 6/2/1995 | 55398/1995 | 8/29/1997 | 3,343,014 | REGISTERED | 01 |
| 65123-2058 | FISHERBRAND | 9/20/2002 | 2002-80392 | | | PENDING | 01,25 |
| 65123-0711 | ISOTEMP | 6/2/1995 | 55403/1995 | 3/13/1998 | 4,124,237 | REGISTERED | 09 |
| 65123-1244 | MAYBRIDGE | 3/16/2001 | 2001-024368 | 3/8/2002 | 4550617 | REGISTERED | 01,05,42 |
| 65123-0714 | OPTIMA | 6/2/1995 | 55399/1995 | 8/29/1997 | 3,343,015 | REGISTERED | 01 |
| 65123-0477 | PACIFIC HEMOSTASIS | 6/27/1990 | 72365/90 | 4/28/1995 | 2,706,626 | REGISTERED | 01 |
| 65123-0487 | THROMBOSCREEN | 12/10/1985 | 122,785/85 | 2/22/1988 | 2,025,361 | REGISTERED | 01 |
| KAZAKHSTAN | | | | | | | |
| 65123-1126 | FISHER SCIENTIFIC | 2/26/1999 | 13462 | 5/22/2000 | 10425 | REGISTERED | 01,09,42 |
| KUWAIT | | | | | | | |
| 65123-0662 | F DESIGN (13 CIRCLES) | | | | 406,566 | REGISTERED | |
| 65123-0664 | FISHERBRAND | 2/5/1996 | N/A | | | PENDING | |
| KYRGYZSTAN | | | | | | | |
| 65123-1127 | FISHER SCIENTIFIC | 3/1/1999 | 993226.3 | 10/31/2000 | 5627 | REGISTERED | 01,09,42 |
| LATVIA | | | | | | | |
| 65123-1128 | FISHER SCIENTIFIC | 2/25/1999 | M-99-0383 | 8/20/2000 | M-46421 | REGISTERED | 01,09,35 39 |

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|------------|-------------------|----------|---------|-----------|-------|------------|----------|
| 65123-1129 | FISHER SCIENTIFIC | 3/3/1999 | 99-0459 | 8/21/2001 | 43613 | REGISTERED | 01,09,35 |

MALAYSIA

| | | | | | | | |
|------------|---------------------------------------|------------|----------|-----------|----------|------------|----|
| 65123-0729 | ACCUMET | 10/27/1994 | 94-09938 | | | PENDING | 09 |
| 65123-0731 | F DESIGN (1 CIRCLE) | 10/27/1994 | 94-09933 | | | PENDING | 01 |
| 65123-1030 | F DESIGN (1 circle) | 7/17/1998 | 98/08399 | | | PENDING | 09 |
| 65123-1031 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/17/1998 | 98/08401 | | | PENDING | 01 |
| 65123-1032 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/17/1998 | 98/08400 | | | PENDING | 09 |
| 65123-0734 | FISHER SCIENTIFIC | 10/27/1994 | 94-09931 | | | PENDING | 09 |
| 65123-0735 | FISHER SCIENTIFIC | 10/27/1994 | 94-09932 | 7/30/1996 | 94-09932 | REGISTERED | 01 |
| 65123-0736 | FISHERBRAND | 10/27/1994 | 94-09930 | | | PENDING | 09 |
| 65123-0737 | ISOTEMP | 10/27/1994 | 94-09937 | | | PENDING | 09 |
| 65123-0738 | OPTIMA | 10/27/1994 | 94-09936 | | | PENDING | 01 |

MEXICO

| | | | | | | | |
|------------|-----------------------|------------|--------|------------|--------|------------|----------------------|
| 65123-0357 | ACCUMET | 11/14/1994 | 217562 | 12/6/1994 | 481739 | REGISTERED | 09 |
| 65123-0496 | CHEMPURE | 9/30/1993 | 179572 | 2/20/1996 | 517033 | REGISTERED | 01 |
| 65123-0499 | CMS | 9/29/1980 | 173998 | 12/16/1980 | 255213 | REGISTERED | 01 |
| 65123-0497 | CMS | 9/29/1980 | 173997 | 2/18/1981 | 256138 | REGISTERED | 01 |
| 65123-0501 | CMS | 9/29/1980 | 173999 | 12/16/1980 | 255214 | REGISTERED | 07 |
| 65123-0502 | CMS | 8/7/1980 | 171371 | 11/10/1980 | 253740 | REGISTERED | 09 |
| 65123-0503 | CMS | 9/29/1980 | 173967 | 12/16/1980 | 255208 | REGISTERED | 14 |
| 65123-0505 | CMS | 8/7/1980 | 171372 | 11/10/1980 | 253741 | REGISTERED | 16,21 |
| 65123-0498 | CMS | 8/7/1980 | 171370 | 11/10/1980 | 253739 | REGISTERED | 09 |
| 65123-0508 | CMS & DESIGN | 8/7/1980 | 171373 | 11/10/1980 | 253742 | REGISTERED | 01,02,05 16,17,24 |
| 65123-0510 | CMS & DESIGN | 8/7/1980 | 171374 | 11/10/1980 | 253743 | REGISTERED | 17 |
| 65123-0512 | CMS & DESIGN | 8/7/1980 | 171375 | 11/10/1980 | 253744 | REGISTERED | 09 |
| 65123-0513 | CMS & DESIGN | 8/7/1980 | 171368 | 11/13/1980 | 253977 | REGISTERED | 14 |
| 65123-0506 | CMS & DESIGN | 9/29/1980 | 174000 | 12/16/1980 | 255215 | REGISTERED | 01 |
| 65123-0517 | EQUATHERM | | | 4/5/1994 | 456094 | REGISTERED | 09 |
| 65123-0518 | EQUATHERM | | | 4/6/1994 | 456175 | REGISTERED | 07 |
| 65123-0359 | F DESIGN (13 CIRCLES) | 6/3/1994 | 201033 | 12/7/1994 | 481831 | REGISTERED | 01 |
| 65123-0369 | F DESIGN (13 CIRCLES) | 6/3/1994 | 201034 | 3/22/1996 | 485595 | REGISTERED | 09 |
| 65123-0370 | F DESIGN (13 CIRCLES) | 6/3/1994 | 201035 | | 765240 | REGISTERED | 20 |
| 65123-1152 | FISHER 1ST CHOICE | 6/4/1999 | 378111 | 5/19/2000 | 654312 | REGISTERED | 35 |
| 65123-0361 | FISHER SCIENTIFIC | 6/9/1994 | 201673 | 8/30/1995 | 502271 | REGISTERED | 01 |
| 65123-0371 | FISHER SCIENTIFIC | 4/20/1995 | 230115 | | | PENDING | 09 |
| 65123-0360 | FISHERBRAND | 11/14/1994 | 217561 | 12/6/1994 | 481738 | REGISTERED | 09 |

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|----------------------------|---------------------------------------|------------|-----------|------------|---------|------------|----------|
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| 65123-0362 | ISOTEMP | 11/14/1994 | 217564 | 11/30/1995 | 511750 | REGISTERED | 01 |
| 65123-0520 | LABCRAFT | 10/21/1993 | 181131 | 9/6/1994 | 472411 | REGISTERED | 09 |
| 65123-0363 | OPTIMA | 11/14/1994 | 217563 | 3/31/1997 | 545169 | REGISTERED | 01 |
| MOLDOVA | | | | | | | |
| 65123-1977 | F DESIGN (1 CIRCLE) | 9/6/2000 | 9604 | 10/1/2001 | 8287 | REGISTERED | 09 |
| 65123-1121 | FISHER SCIENTIFIC | 2/25/1999 | 008460 | 7/4/2000 | 7461 | REGISTERED | 01,42 |
| NEW ZEALAND | | | | | | | |
| 65123-1033 | F DESIGN (1 circle) | 6/23/1998 | 294196 | 6/23/1998 | B294196 | REGISTERED | 01 |
| 65123-1035 | F DESIGN (1 CIRCLE) | 6/23/1998 | 294197 | 6/23/1998 | 294197 | REGISTERED | 09 |
| 65123-1036 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 6/23/1998 | 294198 | 6/23/1998 | B294198 | REGISTERED | 01 |
| 65123-1037 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 6/23/1998 | 294199 | 6/23/1998 | 294199 | REGISTERED | 09 |
| 65123-1228 | FISHERBRAND | 9/19/2002 | 664889 | | | PENDING | 01 |
| 65123-1229 | FISHERBRAND | 9/19/2002 | 664890 | | | PENDING | 09 |
| 65123-1230 | FISHERBRAND | 9/19/2002 | 664891 | | | PENDING | 25 |
| NICARAGUA | | | | | | | |
| 65123-0596 | F DESIGN (1 CIRCLE) | 2/20/1995 | 95-00618 | 10/6/1995 | 29,604 | REGISTERED | 09 |
| 65123-0597 | F DESIGN (1 CIRCLE) | 2/20/1995 | 95-00619 | 9/18/1995 | 29,376 | REGISTERED | 01 |
| 65123-0598 | F DESIGN (13 CIRCLES) | 2/20/1995 | 95-00621 | 9/19/1995 | 29,385 | REGISTERED | 09 |
| 65123-0599 | F DESIGN (13 CIRCLES) | 2/20/1995 | 95-00620 | 9/19/1995 | 29,384 | REGISTERED | 01 |
| 65123-0600 | FISHER SCIENTIFIC | 2/20/1995 | 95-00617 | 9/18/1995 | 29,366 | REGISTERED | 01 |
| 65123-0601 | FISHER SCIENTIFIC | 2/20/1995 | 95-00616 | 1/20/2008 | 36276 | REGISTERED | 09 |
| 65123-0602 | FISHERBRAND & DESIGN | 2/20/1995 | 95-00615 | 1/20/1998 | 35276 | REGISTERED | 09 |
| NORWAY | | | | | | | |
| 65123-1227 | FISHERBRAND | 7/12/2001 | 200208784 | | | PENDING | 01,09,25 |
| 65123-0489 | THROMBOSCREEN | 4/7/1983 | 113,504 | 4/7/1983 | 113,504 | REGISTERED | 05,10 |
| PANAMA | | | | | | | |
| 65123-0605 | F DESIGN (13 CIRCLES) | 2/18/1995 | 74,469 | 5/27/1996 | 74,469 | REGISTERED | 09 |
| 65123-0606 | F DESIGN (13 CIRCLES) | 2/18/1995 | 74,470 | 5/27/1996 | 74,470 | REGISTERED | 01 |
| 65123-0609 | FISHERBRAND & DESIGN | 2/18/1995 | 74,468 | 2/18/1995 | 74468 | REGISTERED | 09 |
| PARAGUAY | | | | | | | |
| 65123-0610 | F DESIGN (1 CIRCLE) | 12/7/1994 | 26018-94 | 11/21/1995 | 182,738 | REGISTERED | 09 |
| 65123-0611 | F DESIGN (1 CIRCLE) | 12/7/1994 | 26019-94 | 11/21/1995 | 182,740 | REGISTERED | 01 |
| 65123-0612 | F DESIGN (13 CIRCLES) | 12/7/1994 | 26023-94 | 11/21/1995 | 182,739 | REGISTERED | 09 |
| 65123-0622 | F DESIGN (13 CIRCLES) | 12/7/1994 | 26024-94 | 11/21/1995 | 182,741 | REGISTERED | 01 |
| 65123-0459 | FISHER SCIENTIFIC | 12/7/1994 | 26022-94 | 11/26/1996 | 190,989 | REGISTERED | 01 |
| 65123-0623 | FISHER SCIENTIFIC | 12/7/1994 | 26021-94 | 11/11/1998 | 208632 | REGISTERED | 09 |
| 65123-0625 | FISHERBRAND | 12/7/1994 | 26020-94 | 9/2/1999 | 217020 | REGISTERED | 09 |

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| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------------------|---------------------------------------|------------|--------------|-----------|------------|------------|----------|
| PERU | | | | | | | |
| 65123-0626 | F DESIGN (1 CIRCLE) | 12/14/1994 | 257,143 | 6/8/1995 | 15,917 | REGISTERED | 09 |
| 65123-0627 | F DESIGN (1 CIRCLE) | 12/6/1994 | 256,491 | 6/8/1995 | 15,961 | REGISTERED | 01 |
| 65123-0628 | F DESIGN (13 CIRCLES) | 12/6/1994 | 256,492 | 6/8/1995 | 15,962 | REGISTERED | 01 |
| 65123-0629 | F DESIGN (13 CIRCLES) | 12/14/1994 | 257,144 | 6/8/1995 | 15,918 | REGISTERED | 09 |
| 65123-1976 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 8/22/2000 | 112373 | 12/6/2001 | 76882 | REGISTERED | 09 |
| 65123-0630 | FISHER SCIENTIFIC | 12/6/1994 | 256,493 | 6/8/1995 | 15,963 | REGISTERED | 01 |
| PHILIPPINES | | | | | | | |
| 65123-1038 | F DESIGN (1 circle) | 7/3/1998 | 4-1998-04806 | | | PENDING | 01,09 |
| 65123-1039 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/3/1998 | 4-1998-04807 | | | PENDING | 01,09 |
| 65123-1231 | FISHERBRAND | 9/20/2002 | 420020008072 | | | PENDING | 01,09,25 |
| POLAND | | | | | | | |
| 65123-0530 | FISHER SCIENTIFIC | 6/14/1995 | Z148026 | 8/16/1999 | 107815 | REGISTERED | 01,09 |
| 65123-0531 | FISHERBRAND | 6/14/1995 | Z148,029 | 8/13/1998 | R104649 | REGISTERED | 09 |
| PORTUGAL | | | | | | | |
| 65123-1232 | FISHERBRAND | 9/23/2002 | 366805 | | | PENDING | 01,09,25 |
| 65123-0491 | THROMBOSCREEN | | | | 205,400 | REGISTERED | |
| SAUDI ARABIA | | | | | | | |
| 65123-1040 | F DESIGN (1 circle) | 9/13/1998 | 45840 | 11/6/1999 | 505/23 | REGISTERED | 01 |
| 65123-1041 | F DESIGN (1 circle) | 9/13/1998 | 45841 | 11/6/1999 | 505/22 | REGISTERED | 09 |
| 65123-1042 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 9/13/1998 | 45842 | 11/6/1999 | 505/24 | REGISTERED | 01 |
| SINGAPORE | | | | | | | |
| 65123-0740 | ACCUMET | 4/26/1995 | 3772/95 | 4/26/1995 | 3772/95 | REGISTERED | 09 |
| 65123-0742 | CASTALOY | 4/26/1995 | 3774/95 | 4/26/1995 | 3774/95 | REGISTERED | 09 |
| 65123-1043 | F DESIGN (1 circle) | 7/7/1998 | 6779/98 | 7/7/1998 | T98/06779J | REGISTERED | 01 |
| 65123-1044 | F DESIGN (1 circle) | 7/7/1998 | T98/06780D | | | PENDING | 09 |
| 65123-0743 | F DESIGN (13 CIRCLES) | 4/14/1993 | 2760/93 | 4/14/1993 | B2760/93 | REGISTERED | 09 |
| 65123-1045 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/7/1998 | 6781/98 | 7/7/1998 | T98/06781B | REGISTERED | 01 |
| 65123-1046 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/7/1998 | 6782/98 | | | PENDING | 09 |
| 65123-1164 | FARCO | 9/14/1999 | 10090/99 | 9/14/1999 | T9910090B | REGISTERED | 01 |
| 65123-0450 | FISHER SCIENTIFIC | 4/14/1993 | 2763/93 | | | PENDING | 09 |
| 65123-1165 | FISHERBRAND | 9/14/1999 | 10091/99 | | | PENDING | 01 |
| 65123-1166 | FISHERBRAND | 9/14/1999 | 100921/99 | | | PENDING | 09 |
| 65123-0750 | ISOTEMP | 4/26/1995 | 3775/95 | 4/26/1995 | 3775/95 | REGISTERED | 09 |
| 65123-0751 | MARATHON | 4/26/1995 | 3776/95 | 4/26/1995 | 3776/95 | REGISTERED | 09 |
| 65123-0752 | OPTIMA | 4/26/1995 | 3777/95 | | | PENDING | 01 |
| 65123-1162 | SCIENCE LAB | 9/14/1999 | 10089/99 | 9/14/1999 | T99/10089I | REGISTERED | 20 |

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|--------------------|--|------------|------------|------------|--------------|------------|----------|
| SOUTH KOREA | | | | | | | |
| 65123-0384 | ACCUMET | 5/10/1995 | 95-018313 | 2/17/1997 | 356,421 | REGISTERED | 34 |
| 65123-0716 | ACCUMET | 5/10/1995 | 95-18318 | 1/8/1997 | 353,315 | REGISTERED | 39 |
| 65123-0383 | CASTALOY | 5/10/1995 | 95-018314 | 2/17/1997 | 356,422 | REGISTERED | 34 |
| 65123-0718 | F DESIGN (13 CIRCLES) | 4/19/1993 | 93-12814 | 4/18/1994 | 288,753 | REGISTERED | 34 |
| 65123-0719 | F DESIGN (13 CIRCLES) | 4/19/1993 | 93-12816 | 4/13/1994 | 288,658 | REGISTERED | 39 |
| 65123-0720 | F DESIGN (13 CIRCLES) | 4/19/1993 | 93-12812 | 5/27/1994 | 290,773 | REGISTERED | 26 |
| 65123-0721 | F DESIGN (13 CIRCLES) | 4/19/1993 | 93-12810 | 7/5/1994 | 292,862 | REGISTERED | 10 |
| 65123-0722 | FISHER SCIENTIFIC | 4/19/1993 | 93-12811 | 7/5/1994 | 292,863 | REGISTERED | 10 |
| 65123-0724 | FISHER SCIENTIFIC | 4/19/1993 | 93-12813 | 5/27/1994 | 290,774 | REGISTERED | 26 |
| 65123-2062 | FISHERBRAND | 9/23/2002 | 435622002 | | | PENDING | 01,10,25 |
| 65123-0381 | ISOTEMP | 5/10/1995 | 95-018316 | 2/17/1997 | 356,423 | REGISTERED | 34 |
| 65123-0382 | MARATHON | 5/10/1995 | 95-018317 | 2/17/1997 | 356,424 | REGISTERED | 34 |
| 65123-1246 | MAYBRIDGE | | | 11/6/2002 | 45-2001-1007 | REGISTERED | 01,05,42 |
| SPAIN | | | | | | | |
| 65123-0536 | F DESIGN (1 CIRCLE) | 3/4/1994 | 1,807,275 | 6/5/1996 | 1,807,275 | REGISTERED | 01 |
| 65123-0452 | F DESIGN (13 CIRCLES) | 3/4/1994 | 1,807,272 | 6/5/1996 | 1,807,272 | REGISTERED | 01 |
| 65123-0537 | F DESIGN (13 CIRCLES) | 3/4/1994 | 1,807,274 | 11/4/1994 | 1,807,274 | REGISTERED | 11 |
| 65123-0538 | F DESIGN (13 CIRCLES) | 3/4/1994 | 1,807,273 | 11/4/1994 | 1,807,273 | REGISTERED | 09 |
| 65123-0540 | FISHER SCIENTIFIC | 3/4/1994 | 1,807,276 | 11/4/1994 | 1,807,276 | REGISTERED | 01 |
| 65123-0543 | PROBEON | 5/9/1995 | 1,963,856 | 7/5/1996 | 1,963,856 | REGISTERED | 09 |
| 65123-1063 | THROMBOSCREEN | 3/5/1980 | 935,183 | 12/5/1980 | 935,183 | REGISTERED | 10 |
| SURINAME | | | | | | | |
| 65123-0633 | F DESIGN (1 CIRCLE) | 2/1/1995 | N/A | 2/2/1995 | 14,252 | REGISTERED | 01 |
| 65123-0634 | F DESIGN (13 CIRCLES) | 2/1/1995 | N/A | 2/2/1995 | 14,248 | REGISTERED | 01 |
| 65123-0635 | FISHER SCIENTIFIC | 2/1/1995 | N/A | 2/2/1995 | 14,249 | REGISTERED | 01,09 |
| 65123-0636 | FISHERBRAND | 2/1/1995 | N/A | 2/2/1995 | 14,250 | REGISTERED | 09 |
| SWEDEN | | | | | | | |
| 65123-2036 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 11/8/2001 | T00526338 | | | PENDING | 01 |
| 65123-1233 | FISHERBRAND | 9/20/2002 | 2002/06054 | | | PENDING | 01,09,25 |
| 65123-0492 | THROMBOSCREEN | 12/23/1983 | 189,447 | 12/23/1983 | 189,447 | REGISTERED | 05,10 |
| SWITZERLAND | | | | | | | |
| 65123-1234 | FISHERBRAND | 9/22/2002 | 081902002 | | | PENDING | 01,09,25 |
| 65123-1245 | MAYBRIDGE | 3/13/2001 | 2001-2578 | 3/13/2001 | 490976 | REGISTERED | 01,05,42 |
| TAIWAN | | | | | | | |
| 65123-1047 | F DESIGN (1 CIRCLE) | 8/1/1998 | (87)37573 | 4/16/2001 | 938559 | REGISTERED | 01 |
| 65123-1048 | F DESIGN (1 circle) | 8/1/1998 | (87)37572 | 9/1/2000 | 898581 | REGISTERED | 09 |

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|----------------------------|---------------------------------------|------------|------------|------------|---------|------------|-------------------|
| TAIWAN continued... | | | | | | | |
| 65123-0684 | F DESIGN (13 CIRCLES) | 8/27/1993 | 82,042,406 | 5/1/1994 | 641,824 | REGISTERED | 01 |
| 65123-0685 | F DESIGN (13 CIRCLES) | 8/27/1993 | 82,042,405 | 1/16/1995 | 668,306 | REGISTERED | 74 |
| 65123-1049 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 8/1/1998 | (87)37571 | 6/1/2001 | 942229 | REGISTERED | 01 |
| 65123-1050 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 8/1/1998 | (87)37570 | 7/16/2000 | 894241 | REGISTERED | 09 |
| 65123-0686 | FISHER SCIENTIFIC | 8/27/1993 | 82,042,404 | 4/16/1994 | 639,279 | REGISTERED | 01 |
| 65123-0687 | FISHER SCIENTIFIC | 8/27/1993 | 82,042,403 | 1/16/1995 | 668,305 | REGISTERED | 74 |
| 65123-0951 | FISHERBRAND | 5/5/1995 | 84021435 | 6/16/1998 | 805708 | REGISTERED | 09 |
| TAJKISTAN | | | | | | | |
| 65123-1964 | F FISHER SCIENTIFIC & DESIGN (2-LINE) | 8/14/2000 | 0202 | | | PENDING | 09 |
| 65123-1131 | FISHER SCIENTIFIC | 2/26/1999 | 99005032 | 7/6/2000 | 4782 | REGISTERED | 01,20,21 42 |
| THAILAND | | | | | | | |
| 65123-1051 | F DESIGN (1 circle) | 3/7/2002 | 482205 | | | PENDING | 01 |
| 65123-1053 | F DESIGN (1 CIRCLE) | 3/7/2002 | 482206 | | | PENDING | 09 |
| 65123-1054 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 3/7/2002 | 482207 | | | PENDING | 01 |
| 65123-1055 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 3/7/2002 | 482208 | | | PENDING | 09 |
| 65123-1235 | FISHERBRAND | 9/23/2002 | 498724 | | | PENDING | 001 |
| 65123-1236 | FISHERBRAND | 9/23/2002 | 498725 | | | PENDING | 009 |
| 65123-1237 | FISHERBRAND | 9/23/2002 | 498726 | | | PENDING | 025 |
| TURKEY | | | | | | | |
| 65123-1056 | F DESIGN (1 CIRCLE) | 11/16/1998 | 98/16253 | 11/17/1998 | 204804 | REGISTERED | 01,09 |
| 65123-1057 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/17/1998 | 98/16254 | 11/17/1998 | 205477 | REGISTERED | 01,09,11 20,21 |
| 65123-1238 | FISHERBRAND | | | | | MAILED | 01,09,25 |
| TURKMENISTAN | | | | | | | |
| 65123-1132 | FISHER SCIENTIFIC | 2/25/1999 | 99310109 | 1/31/2002 | 7534 | REGISTERED | 01,09,42 |
| UKRAINE | | | | | | | |
| 65123-1133 | FISHER SCIENTIFIC | 2/25/1999 | 99020589 | 2/15/2002 | 23138 | REGISTERED | 01,09,35 39 |
| 65123-1239 | FISHERBRAND | | | | | MAILED | 01,09,25 |
| UNITED ARAB EMR | | | | | | | |
| 65123-1058 | F DESIGN (1 CIRCLE) | 6/12/1998 | 29311 | 12/13/1998 | 21885 | REGISTERED | 01 |
| 65123-1059 | F DESIGN (1 CIRCLE) | 12/16/1998 | 29312 | 12/13/1998 | 21478 | REGISTERED | 09 |
| 65123-1060 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 12/13/1998 | 29313 | 8/16/1999 | 21884 | REGISTERED | 01 |
| 65123-1052 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 12/16/1998 | 29314 | | | PENDING | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-----------------------|--|------------|------------|------------|-----------|------------|---------|
| UNITED KINGDOM | | | | | | | |
| 65123-0435 | ACCUMET | 4/30/1993 | 1534297 | 4/30/1993 | 1534297 | REGISTERED | 09 |
| 65123-0443 | CASTALOY | 5/1/1995 | 2,019,189 | 5/1/1995 | 2,019,189 | REGISTERED | 09 |
| 65123-2042 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 4/26/1996 | 2289248 | 1/3/2003 | 2289248 | REGISTERED | 01 |
| 65123-0445 | MICROPROBE | 5/1/1995 | 2,019,210 | 5/1/1995 | 2,019,210 | REGISTERED | 09 |
| 65123-0444 | OPTIMA | 5/1/1995 | 2,019,192 | 5/1/1995 | 2,019,192 | REGISTERED | 01 |
| 65123-0442 | PROBEON | 5/1/1995 | 2,019,184 | 5/1/1995 | 2,019,184 | REGISTERED | 09 |
| UNITED STATES | | | | | | | |
| 65123-2025 | 1st CHOICE & DESIGN | 8/17/2001 | 76/301,210 | | | PENDING | 35,42 |
| 65123-0003 | ACCUFET | 5/22/1995 | 74/678,880 | 2/6/1996 | 1,955,202 | REGISTERED | 09 |
| 65123-0004 | ACCUMET | 2/9/1965 | 72/211,641 | 11/9/1965 | 798,532 | REGISTERED | 09 |
| 65123-0005 | ACCUMET | 3/24/1994 | 74/504,723 | 4/18/1995 | 1,889,733 | REGISTERED | 09 |
| 65123-0002 | ACCU-PHAST & DESIGN | 9/15/1986 | 73/619,690 | 6/30/1987 | 1,444,974 | REGISTERED | 09 |
| 65123-2066 | ACCUSERIES | 11/26/2002 | 78/189,199 | | | PENDING | 09 |
| 65123-2067 | ACCUSPIN | 11/26/2002 | 78/189,207 | | | PENDING | 09 |
| 65123-0006 | ACCUTUPH | 10/23/1996 | 75/186,597 | 10/21/1997 | 2,107,131 | REGISTERED | 09 |
| 65123-1192 | ACROSEAL | 10/30/2000 | 76/156,431 | 8/27/2002 | 2,611,820 | REGISTERED | 01 |
| 65123-1141 | ASTROPONICS | 6/15/1999 | 75/729,474 | | | ALLOWED | 09 |
| 65123-0014 | BIOTRACK | 4/15/1987 | 73/655,296 | 11/17/1987 | 1,465,434 | REGISTERED | 16 |
| 65123-0244 | BLOOD DROP & DESIGN | 3/4/1991 | 74/144,104 | 4/7/1992 | 1,681,751 | REGISTERED | 05 |
| 65123-0015 | BOILEEZERS & DESIGN | 3/8/1944 | 71/468,073 | 8/1/1944 | 408,304 | REGISTERED | 01 |
| 65123-0016 | CADCORNER | 11/23/1988 | 73/765,426 | 7/25/1989 | 1,549,199 | REGISTERED | 20 |
| 65123-0017 | CAL-EX | 2/8/1991 | 74/137,358 | 5/12/1992 | 1,685,888 | REGISTERED | 01 |
| 65123-0018 | CASTALOY | 10/31/1958 | 72/061,705 | 8/18/1959 | 683,653 | REGISTERED | 09 |
| 65123-0022 | CENTRIFIC | 1/10/1979 | 73/199,560 | 12/9/1980 | 1,142,340 | REGISTERED | 09 |
| 65123-0023 | CHEMALERT | 9/15/1986 | 73/619,709 | 5/17/1988 | 1,488,013 | REGISTERED | 01 |
| 65123-0881 | CHEMEXPRESS | 12/6/1996 | 75/222,389 | 1/27/1998 | 2,132,345 | REGISTERED | 09 |
| 65123-0177 | CHEMGUARD | 9/8/1987 | 73/682,783 | 8/2/1988 | 1,498,195 | REGISTERED | 01 |
| 65123-0178 | CHEMPURE | 10/20/1986 | 73/626,069 | 7/21/1987 | 1,448,040 | REGISTERED | 01 |
| 65123-0025 | CHROMATIC | 5/26/1982 | 73/366,672 | 4/12/1983 | 1,234,439 | REGISTERED | 09 |
| 65123-0026 | CHROMOSCREEN | 1/30/1995 | 74/627,561 | 1/14/1997 | 2,030,855 | REGISTERED | 05 |
| 65123-0184 | CMS INTERACT & DESIGN | 7/28/1980 | 73/272,050 | 7/19/1983 | 1,245,953 | REGISTERED | 35 |
| 65123-0187 | CONCURTRAK & DESIGN | 3/28/1996 | 75/079,930 | 12/30/1997 | 2,126,173 | REGISTERED | 09 |
| 65123-0032 | CYTOPREP | 1/28/1991 | 74/134,333 | 12/24/1991 | 1,669,115 | REGISTERED | 05 |
| 65123-0033 | DECISLIDE | 3/25/1991 | 74/150,538 | 3/31/1992 | 1,681,087 | REGISTERED | 10 |
| 65123-0034 | DESICOOLER | 3/4/1966 | 72/240,164 | 6/6/1967 | 829,758 | REGISTERED | 09 |
| 65123-0189 | DEXICOLA | 12/7/1964 | 72/207,561 | 9/7/1965 | 795,487 | REGISTERED | 05 |
| 65123-0035 | DILUMAT | 4/2/1976 | 73/082,520 | 10/12/1976 | 1,049,976 | REGISTERED | 09 |
| 65123-0036 | DYNA-MIX | 3/1/1966 | 72/239,890 | 5/2/1967 | 828,203 | REGISTERED | 09 |
| 65123-0893 | ENVIROTRACK | 8/11/1997 | 75/339,177 | 9/8/1998 | 2,187,682 | REGISTERED | 16 |

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| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------------------|--|------------|------------|------------|-----------|------------|---------|
| UNITED STATES continued . . . | | | | | | | |
| 65123-0037 | ENVIROWARE | 6/7/1993 | 74/398,737 | 2/22/1994 | 1,822,530 | REGISTERED | 09 |
| 65123-0040 | EQUAFUGE | 4/27/1995 | 74/666,846 | 12/10/1996 | 2,022,580 | REGISTERED | 09 |
| 65123-0192 | EQUATHERM | 2/29/1984 | 73/467,996 | 8/20/1985 | 1,355,028 | REGISTERED | 09 |
| 65123-0041 | EXCEL | 2/3/1992 | 74/242,574 | 12/22/1992 | 1,741,116 | REGISTERED | 10 |
| 65123-0042 | EXCEL & DESIGN | 2/27/1992 | 74/250,333 | 6/22/1993 | 1,777,752 | REGISTERED | 10 |
| 65123-1142 | EXTRATERRESTRIAL GARDEN | 6/15/1999 | 75/728,527 | | | ALLOWED | 09 |
| 65123-1209 | F & DESIGN (5 CIRCLES) | 12/27/2001 | 76/353,261 | | | ALLOWED | 35 |
| 65123-1210 | F CELEBRATING A CENTURY OF DISCOVERY & INNOVATION 1902-2002 & DESIGN | 12/27/2001 | 76/353,260 | | | ALLOWED | 35 |
| 65123-0049 | F DESIGN (13 CIRCLES) | 9/30/1959 | 72/082,419 | 4/4/1961 | 713,336 | REGISTERED | 01 |
| 65123-0050 | F DESIGN (13 CIRCLES) | 9/30/1959 | 72/082,414 | 7/26/1960 | 701,795 | REGISTERED | 09 |
| 65123-0204 | F FISHER HEALTHCARE & DESIGN | 10/18/2001 | 76/326,908 | 10/29/2002 | 2,642,545 | REGISTERED | 35 |
| 65123-0043 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/3/1995 | 75/018,788 | 6/1/1999 | 2,249,881 | REGISTERED | 09 |
| 65123-0044 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/3/1995 | 75/018,879 | 12/23/1997 | 2,124,212 | REGISTERED | 01 |
| 65123-0045 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 11/3/1995 | 75/018,876 | 7/1/1997 | 2,076,381 | REGISTERED | 42 |
| 65123-0046 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 11/3/1995 | 75/018,880 | 6/1/1999 | 2,249,882 | REGISTERED | 09 |
| 65123-0047 | F FISHER SCIENTIFIC & DESIGN (2 LINES) | 11/3/1995 | 75/018,881 | 4/14/1998 | 2,150,026 | REGISTERED | 35 |
| 65123-1091 | F FISHER SCIENTIFIC & DESIGN (DIV of 75/018,788; | 11/3/1995 | 75/977,721 | 12/15/1998 | 2,211,933 | REGISTERED | 009 |
| 65123-0052 | FILTRATOR | 2/25/1942 | 71/451,201 | 8/18/1942 | 397,096 | REGISTERED | 11 |
| 65123-1198 | FISHER | 1/23/2001 | 76/198,301 | | | ALLOWED | 42 |
| 65123-1095 | FISHER 1ST CHOICE | 12/4/1998 | 75/599,893 | 10/8/2002 | 2,632,124 | REGISTERED | 035 |
| 65123-1207 | FISHER BIOBLOCK SCIENTIFIC | 6/20/2001 | 76/274,061 | | | PENDING | 35 |
| 65123-1197 | FISHER CLINICAL SERVICES | 1/23/2001 | 76/198,300 | | | ALLOWED | 42 |
| 65123-1211 | FISHER DIAGNOSTICS (Re-file) | 3/18/2002 | 76/382,823 | | | PENDING | 005 |
| 65123-1115 | FISHER FACULTY | 1/19/1999 | 75/622,651 | 8/6/2002 | 2,605,151 | REGISTERED | 35 |
| 65123-0209 | FISHER HEALTHCARE | 10/18/2001 | 76/326,907 | 10/22/2002 | 2,639,181 | REGISTERED | 35 |
| 65123-1111 | FISHER REGISTRY | 1/19/1999 | 75/622,631 | | | ALLOWED | 35 |
| 65123-1951 | FISHER SAFETY | 6/9/2000 | 76/067,829 | 4/9/2002 | 2,558,059 | REGISTERED | 35 |
| 65123-1962 | FISHER SCIENCE EDUCATION | 6/9/2000 | 76/067,828 | 7/30/2002 | 2,600,180 | REGISTERED | 09,35 |
| 65123-0059 | FISHERBIOTECH | 4/15/1987 | 73/655,297 | 12/15/1987 | 1,468,711 | REGISTERED | 01 |
| 65123-1993 | FISHERBIOTECH | 3/30/2001 | 76/233,574 | 4/16/2002 | 2,561,643 | REGISTERED | 09 |
| 65123-2048 | FISHERBRAND | 3/22/2002 | 76/386,200 | | | PENDING | 001 |
| 65123-2049 | FISHERBRAND | 3/22/2002 | 76/386,202 | | | PENDING | 009,25 |
| 65123-0061 | FISHERBRAND & DESIGN | 3/17/1995 | 74/648,368 | 2/6/1996 | 1,954,913 | REGISTERED | 09 |
| 65123-0060 | FISHERBRAND & DESIGN | 10/3/1966 | 72/255,608 | 1/14/1969 | 863,503 | REGISTERED | 09 |
| 65123-0062 | FISHERFINEST | 5/18/1983 | 73/425,396 | 8/14/1984 | 1,289,922 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|--------------------------|------------|------------|------------|-----------|------------|----------|
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| 65123-0055 | FISHERPAK | 6/19/1995 | 74/699,601 | 9/24/1996 | 2,002,650 | REGISTERED | 01 |
| 65123-1190 | FISHERSEAL | 11/10/2000 | 76/162,763 | 5/14/2002 | 2,569,659 | REGISTERED | 01 |
| 65123-1971 | FISHERTRAINER | 10/26/2000 | 76/154,180 | 5/21/2002 | 2,571,082 | REGISTERED | 41 |
| 65123-0063 | FL-70 | 2/23/1966 | 72/239,397 | 1/9/1968 | 842,220 | REGISTERED | 03 |
| 65123-0064 | FLEXAFRAME & DESIGN | 10/23/1937 | 71/398,842 | 4/19/1938 | 356,213 | REGISTERED | 06 |
| 65123-0195 | FLEXALAB | 11/20/1989 | 74/003,925 | 3/5/1991 | 1,636,923 | REGISTERED | 20 |
| 65123-0756 | FOODTRACK | 8/11/1997 | 75/339,184 | 9/8/1998 | 2,187,683 | REGISTERED | 16 |
| 65123-0065 | FORMALDE-FRESH | 3/5/1979 | 73/206,084 | 8/12/1980 | 1,138,536 | REGISTERED | 01 |
| 65123-0068 | GAMAL & DESIGN | 11/20/1942 | 71/456,939 | 5/4/1943 | 401,261 | REGISTERED | 01 |
| 65123-0198 | GAS STATION | 6/23/1986 | 73/605,646 | 3/10/1987 | 1,431,695 | REGISTERED | 05 |
| 65123-1954 | GASTRAK | 6/9/2000 | 76/068,292 | 6/26/2001 | 2,463,933 | REGISTERED | 001 |
| 65123-0200 | GASTRAK & DESIGN | 2/25/1980 | 73/251,174 | 10/20/1981 | 1,173,772 | REGISTERED | 01 |
| 65123-0069 | GC RESOLV | 4/21/1995 | 74/667,144 | 6/18/1996 | 1,980,855 | REGISTERED | 01 |
| 65123-0149 | GFSI | 8/13/1998 | 75/537,184 | 1/2/2001 | 2,418,051 | REGISTERED | 35 |
| 65123-0196 | GFSI & DESIGN | 8/13/1998 | 75,537,185 | 1/2/2001 | 2,418,052 | REGISTERED | 35 |
| 65123-0249 | GLYCOSCREEN | 10/15/1987 | 73/689,691 | 6/21/1988 | 1,492,878 | REGISTERED | 05 |
| 65123-0071 | GRAM & DESIGN | 6/22/1981 | 73/315,811 | 8/17/1982 | 1,205,267 | REGISTERED | 09 |
| 65123-0072 | GRAM-PAC | 6/21/1961 | 72/122,584 | 4/24/1962 | 730,263 | REGISTERED | 00,01 |
| 65123-0202 | HEMA 3 | 2/29/1984 | 73/467,951 | 6/11/1985 | 1,339,858 | REGISTERED | 01 |
| 65123-0242 | HEMAQUIK | 6/22/1981 | 73/316,003 | 1/4/1983 | 1,222,245 | REGISTERED | 01 |
| 65123-0074 | HEMASPRAY & DESIGN | 10/14/1993 | 74/447,022 | 9/19/1995 | 1,920,676 | REGISTERED | 05 |
| 65123-0079 | HISTO PREP | 11/10/1981 | 73/336,579 | 12/21/1982 | 1,220,682 | REGISTERED | 09 |
| 65123-0083 | ISOLON | 12/6/1990 | 74/121,203 | 11/5/1991 | 1,663,303 | REGISTERED | 09 |
| 65123-0084 | ISOTEMP | 10/22/1942 | 71/456,334 | 3/16/1943 | 400,534 | REGISTERED | 09 |
| 65123-0085 | ISOTEMP | 10/15/1992 | 74/322,484 | 7/13/1993 | 1,781,204 | REGISTERED | 09 |
| 65123-0205 | ISOVETTE | 1/25/1984 | 73/462,473 | 6/11/1985 | 1,339,856 | REGISTERED | 01 |
| 65123-0086 | JET-CLEAN | 1/27/1983 | 73/411,151 | 3/20/1984 | 1,270,504 | REGISTERED | 03 |
| 65123-0251 | KONTACT | 11/1/1984 | 73/506,608 | 1/21/1986 | 1,378,698 | REGISTERED | 01 |
| 65123-0087 | LAB PRODUCTS AT A GLANCE | 4/26/1995 | 74/667,635 | 8/13/1996 | 1,992,866 | REGISTERED | 16 |
| 65123-0088 | LAB REPORTER | 4/24/1995 | 74/673,174 | 2/4/1997 | 2,034,907 | REGISTERED | 16 |
| 65123-0206 | LABCRAFT | 2/5/1986 | 73/581,362 | 7/7/1987 | 1,446,042 | REGISTERED | 09 |
| 65123-2024 | LABPLACE | 8/14/2001 | 76/299,811 | | | ALLOWED | 42,35 |
| 65123-0208 | LABPLAN | 4/19/1985 | 73/532,972 | 11/5/1985 | 1,368,778 | REGISTERED | 09 |
| 65123-0091 | LAB-RANGER | 5/2/1983 | 73/424,101 | 6/12/1984 | 1,281,465 | REGISTERED | 12 |
| 65123-0210 | LYTE-TRAK & DESIGN | 3/5/1984 | 73/468,551 | 1/15/1985 | 1,314,170 | REGISTERED | 01 |
| 65123-0895 | MARATHON | 10/2/1997 | 75/366,879 | 11/3/1998 | 2,201,420 | REGISTERED | 09 |
| 65123-0097 | MAXIMA | 7/6/1987 | 73/670,436 | 2/23/1988 | 1,477,507 | REGISTERED | 09 |
| 65123-1241 | MAYBRIDGE | 3/14/2001 | 76/226,929 | | | PENDING | 01,05,42 |
| 65123-1216 | MEDIA MISER | 6/17/2002 | 78/136,259 | | | PENDING | 9 |
| 65123-0099 | METAB | 7/5/1961 | 72/123,416 | 5/15/1962 | 731,352 | REGISTERED | 01 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------------------|--|------------|------------|------------|-----------|------------|---------|
| UNITED STATES continued . . . | | | | | | | |
| 65123-0100 | MICROMASTER | 9/28/1982 | 73/390,742 | 10/4/1983 | 1,252,828 | REGISTERED | 09 |
| 65123-0101 | MICROMASTER & DESIGN | 9/28/1982 | 73/390,743 | 10/4/1983 | 1,252,829 | REGISTERED | 09 |
| 65123-0102 | MICROPROBE | 2/28/1975 | 73/045,441 | 5/25/1976 | 1,040,061 | REGISTERED | 10 |
| 65123-0103 | MICROPROBE | 11/7/1990 | 74/113,260 | 9/24/1991 | 1,658,137 | REGISTERED | 10 |
| 65123-0108 | OMNI SETTE | 11/23/1981 | 73/338,417 | 11/30/1982 | 1,218,238 | REGISTERED | 09 |
| 65123-1189 | OPTIDRY | 10/30/2000 | 76/156,432 | 8/27/2002 | 2,611,821 | REGISTERED | 01 |
| 65123-0109 | OPTIMA | 1/6/1989 | 73/773,251 | 10/31/1989 | 1,562,893 | REGISTERED | 01 |
| 65123-0253 | PACIFIC HEMOSTASIS | 3/4/1991 | 74/143,823 | 1/14/1992 | 1,671,577 | REGISTERED | 05 |
| 65123-0254 | PACIFIC HEMOSTASIS & | 3/4/1991 | 74/143,824 | 1/14/1992 | 1,671,578 | REGISTERED | 05 |
| 65123-0111 | PEAK-O-GRAM | 1/9/1989 | 73/773,564 | 9/5/1989 | 1,554,670 | REGISTERED | 16 |
| 65123-0112 | PERMAS & DESIGN | 2/25/1942 | 71/451,202 | 7/21/1942 | 396,513 | REGISTERED | 09 |
| 65123-0113 | PERMOUNT | 5/5/1980 | 73/260,830 | 11/10/1981 | 1,176,724 | REGISTERED | 01 |
| 65123-0114 | PESCO | 11/23/1962 | 72/157,841 | 9/17/1963 | 756,949 | REGISTERED | 09 |
| 65123-0116 | PFEIFFER GLASS | 12/12/1994 | 74/609,396 | 12/26/1995 | 1,943,933 | REGISTERED | 09 |
| 65123-0118 | PHFFT | 2/20/1987 | 73/645,674 | 9/22/1987 | 1,457,934 | REGISTERED | 03 |
| 65123-0119 | POLY PAC | 4/23/1979 | 73/212,573 | 12/16/1980 | 1,143,364 | REGISTERED | 16 |
| 65123-0120 | PROBEON | 12/6/1990 | 74/120,913 | 10/22/1991 | 1,661,568 | REGISTERED | 09 |
| 65123-1990 | PROTECTING WHAT MATTERS MOST | 12/6/2000 | 76/176,785 | 10/8/2002 | 2,832,919 | REGISTERED | 35 |
| 65123-1201 | PROTOCOL | 3/9/2001 | 76/222,272 | 11/12/2002 | 2,648,496 | REGISTERED | 001,005 |
| 65123-1202 | QC EXPRESS | 10/9/2001 | 76/322,847 | | | PENDING | 42 |
| 65123-0214 | QS QUALITY ASSURANCE SYSTEMS & DESIGN | 5/26/1989 | 73/802,905 | 1/9/1990 | 1,577,101 | REGISTERED | 42 |
| 65123-0124 | REDI/PLATE | 9/15/1986 | 73/619,692 | 1/17/1989 | 1,520,587 | REGISTERED | 09 |
| 65123-0123 | REDI-TIP | 3/27/1991 | 74/151,790 | 9/8/1992 | 1,713,191 | REGISTERED | 09 |
| 65123-0215 | RETIC-SET | 1/13/1983 | 73/409,146 | 5/1/1984 | 1,275,672 | REGISTERED | 01 |
| 65123-0125 | REXYN | 4/19/1963 | 72/167,133 | 3/10/1964 | 766,365 | REGISTERED | 01 |
| 65123-0126 | RIDOX | 4/23/1976 | 73/084,911 | 2/8/1977 | 1,058,087 | REGISTERED | 01 |
| 65123-0127 | S.A.F.E. | 4/14/1986 | 73/593,377 | 11/25/1986 | 1,418,635 | REGISTERED | 37 |
| 65123-0130 | SAFECLEAR & DESIGN | 9/23/1993 | 74/439,277 | 10/10/1995 | 1,926,261 | REGISTERED | 05 |
| 65123-0128 | SAFE-COTE | 10/17/1979 | 73/235,531 | 1/5/1982 | 1,184,823 | REGISTERED | 21 |
| 65123-0218 | SAFE-D-SPENSE | 4/9/1993 | 74/377,299 | 12/20/1994 | 1,868,893 | REGISTERED | 20 |
| 65123-0220 | SAFEXIX | 9/23/1993 | 74/439,276 | 9/19/1995 | 1,920,674 | REGISTERED | 05 |
| 65123-0176 | SAFETY CHOICE | 6/12/1998 | 75,500,958 | 8/15/2000 | 2,378,050 | REGISTERED | 9,10 |
| 65123-0150 | SAFETY CHOICE & DESIGN | 4/16/1998 | 75,473,422 | 8/15/2000 | 2,378,010 | REGISTERED | 9,10 |
| 65123-1925 | SAFETYTRACK | 2/2/2000 | 75/908,554 | | | PENDING | 35 |
| 65123-1927 | SCIENCE REGISTRY | 2/17/2000 | 75/921,430 | | | ALLOWED | 35 |
| 65123-1114 | SCIENCEVILLE | 1/19/1999 | 75/622,633 | | | ALLOWED | 35 |
| 65123-0133 | SCINTILENE | 5/16/1979 | 73/215,847 | 1/27/1981 | 1,146,374 | REGISTERED | 01 |
| 65123-0135 | SCINTISAFE | 12/12/1994 | 74/609,523 | 11/28/1995 | 1,938,576 | REGISTERED | 01 |
| 65123-0136 | SCINTIVERSE | 5/16/1979 | 73/215,846 | 1/27/1981 | 1,146,373 | REGISTERED | 01 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|-------------------------------|--|------------|------------|------------|-----------|------------|---------|
| UNITED STATES continued . . . | | | | | | | |
| 65123-0137 | SCOOPULA | 11/30/1938 | 71/413,303 | 5/30/1939 | 367,785 | REGISTERED | 08 |
| 65123-0191 | SEC + SAFETY EQUIPMENT COMPANY & DESIGN | 6/2/1981 | 73,312,939 | 6/15/1982 | 1,198,336 | REGISTERED | 42 |
| 65123-0194 | SEC + SAFETY EQUIPMENT COMPANY & DESIGN | 5/14/1998 | 75/485,296 | 12/5/2000 | 2,409,787 | REGISTERED | 005,35 |
| 65123-0222 | SECUREMOUNT | 9/23/1993 | 74/439,278 | 6/20/1995 | 1,901,108 | REGISTERED | 01 |
| 65123-0255 | SICKLESCREEN & DESIGN | 10/14/1987 | 73/689,647 | 8/30/1988 | 1,501,864 | REGISTERED | 05 |
| 65123-1100 | SLIDE-SAVER | 12/17/1998 | 75/606,940 | 5/14/2002 | 2,570,352 | REGISTERED | 009 |
| 65123-1972 | SPAR | 9/2/2000 | 76/122,330 | | | PENDING | 35 |
| 65123-1973 | SPAR & DESIGN | 9/5/2000 | 76/122,521 | | | PENDING | 35 |
| 65123-0138 | SPARKLEEN | 10/26/1990 | 74/109,431 | 12/17/1991 | 1,668,175 | REGISTERED | 03 |
| 65123-0139 | SPECTRANALYZED | 3/10/1967 | 72/266,417 | 1/16/1968 | 842,283 | REGISTERED | 01 |
| 65123-0140 | SPEEDYVAP & DESIGN | 12/10/1941 | 71/449,340 | 8/11/1942 | 396,935 | REGISTERED | 09 |
| 65123-1075 | SPLASHGON | 2/17/1998 | 75/435,615 | 4/20/1999 | 2,240,609 | REGISTERED | 09 |
| 65123-0141 | SPOONULA | 9/30/1959 | 72/082,418 | 5/31/1960 | 698,571 | REGISTERED | 09 |
| 65123-0142 | SPOONULET | 3/1/1966 | 72/239,887 | 5/30/1967 | 829,443 | REGISTERED | 08 |
| 65123-0224 | STAT-TRAK & DESIGN | 3/5/1984 | 73/468,553 | 1/8/1985 | 1,312,906 | REGISTERED | 01 |
| 65123-0146 | STEREOMASTER & DESIGN | 8/29/1983 | 73/441,391 | 10/23/1984 | 1,301,373 | REGISTERED | 09 |
| 65123-0147 | STOCKPRO | 9/16/1985 | 73/558,703 | 5/27/1986 | 1,394,721 | REGISTERED | 09 |
| 65123-0226 | SUN-DEX | 8/17/1971 | 72/400,381 | 9/12/1972 | 942,633 | REGISTERED | 05 |
| 65123-1978 | SUREGRIP | 9/13/2000 | 76/127,635 | | | PENDING | 09 |
| 65123-0151 | SURESTAIN | 7/17/1985 | 73/548,617 | 1/28/1986 | 1,379,914 | REGISTERED | 01 |
| 65123-1184 | SURETRAK | 11/1/1999 | 75/837,573 | | | ALLOWED | 001 |
| 65123-1920 | SURETRAK BASIC | 12/20/1999 | 75/880,824 | | | ALLOWED | 001 |
| 65123-1921 | SURETRAK COMPLETE | 12/20/1999 | 75/881,373 | | | ALLOWED | 001 |
| 65123-1919 | SURE-VUE | 12/22/1999 | 75/878,442 | 2/5/2002 | 2,535,492 | REGISTERED | 10 |
| 65123-0152 | TAINERTOP | 1/7/1991 | 74/128,455 | 11/3/1992 | 1,729,126 | REGISTERED | 10 |
| 65123-0154 | TENSIOMAT | 12/12/1960 | 72/110,047 | 8/29/1961 | 720,646 | REGISTERED | 09 |
| 65123-0155 | THAM | 11/30/1960 | 72/109,309 | 5/1/1962 | 730,621 | REGISTERED | 01 |
| 65123-1112 | THE REGISTRY | 1/19/1999 | 75/622,632 | | | ALLOWED | 35 |
| 65123-1113 | THE SCIENCE EDUCATION REGISTRY | 1/19/1999 | 75/622,650 | | | ALLOWED | 35 |
| 65123-0256 | THROMBOSCREEN | 3/10/1964 | 72/188,391 | 4/6/1965 | 787,698 | REGISTERED | 06 |
| 65123-0259 | THROMBOSTRATE | 2/9/1979 | 73/203,366 | 10/20/1981 | 1,173,752 | REGISTERED | 01 |
| 65123-0258 | THROMBO-STRATE IX | 2/9/1979 | 73/203,365 | 10/20/1981 | 1,173,751 | REGISTERED | 01 |
| 65123-0257 | THROMBO-STRATE VIII | 2/9/1979 | 73/203,364 | 10/20/1981 | 1,173,750 | REGISTERED | 01 |
| 65123-0260 | THROMBO-TRAK | 1/13/1983 | 73/409,145 | 3/20/1984 | 1,270,457 | REGISTERED | 01 |
| 65123-0229 | TISSUE PATH | 11/9/1989 | 73/837,289 | 5/18/1993 | 1,770,916 | REGISTERED | 01 |
| 65123-0230 | TISSUE PATH | 5/17/1990 | 74/059,698 | 6/11/1991 | 1,647,289 | REGISTERED | 09 |
| 65123-0158 | TISSUEPREP | 2/28/1975 | 73/045,440 | 2/17/1976 | 1,033,470 | REGISTERED | 01 |
| 65123-0159 | TITRALYZER | 4/8/1964 | 72/190,603 | 12/29/1964 | 782,404 | REGISTERED | 09 |

| REFERENCE | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|---------------------------------------|------------|---------------|------------|-----------|------------|----------|
| UNITED STATES continued . . . | | | | | | | |
| 65123-0160 | TITRIMETER & DESIGN | 10/24/1958 | 72/061,279 | 5/17/1960 | 697,785 | REGISTERED | 09 |
| 65123-0232 | TRUFLOW | 6/6/1995 | 74/685,134 | 7/15/1997 | 2,079,834 | REGISTERED | 09 |
| 65123-0164 | TRU-GUARD | 9/30/1985 | 73/560,934 | 2/10/1987 | 1,428,466 | REGISTERED | 25 |
| 65123-1947 | TWISTIR | 4/17/2000 | 76/028,065 | 10/22/2002 | 2,638,107 | REGISTERED | 09 |
| 65123-0168 | URISYSTEM | 12/13/1990 | 74/123,072 | 4/18/1995 | 1,889,773 | REGISTERED | 10 |
| 65123-0233 | VALUTRAK | 10/14/1987 | 73/689,649 | 6/21/1988 | 1,493,730 | REGISTERED | 42 |
| 65123-0171 | VERSA-CLEAN | 10/26/1990 | 74/109,430 | 5/26/1992 | 1,688,649 | REGISTERED | 03 |
| URUGUAY | | | | | | | |
| 65123-0637 | F DESIGN (1 CIRCLE) | 2/1/1995 | 275,470 | 1/7/1997 | 275470 | REGISTERED | 01,09 |
| 65123-0638 | F DESIGN (13 CIRCLES) | 2/1/1995 | 275468 | 1/7/1997 | 275468 | REGISTERED | 01,09 |
| 65123-0639 | FISHER SCIENTIFIC | 2/1/1995 | 275,469 | | | PENDING | 01,09 |
| 65123-0640 | FISHERBRAND | 2/1/1995 | 275,467 | 8/27/1998 | 275,467 | REGISTERED | 09 |
| UZBEKISTAN | | | | | | | |
| 65123-1134 | FISHER SCIENTIFIC | 3/17/1999 | MBGU9900250.3 | 5/31/2000 | MGU09748 | REGISTERED | 01,09,42 |
| VENEZUELA | | | | | | | |
| 65123-0641 | ACCUMET | 10/31/1994 | 14417-94 | | | PENDING | 09 |
| 65123-1072 | CMS & DESIGN | 5/29/1995 | 7442-95 | 5/9/1997 | N/A | REGISTERED | 01 |
| 65123-1073 | CMS & DESIGN | 5/29/1995 | 7443-95 | 5/9/1997 | N/A | REGISTERED | 10 |
| 65123-1074 | CMS & DESIGN | 5/29/1995 | 7444-95 | 5/9/1997 | N/A | REGISTERED | NC |
| 65123-0645 | F DESIGN (13 CIRCLES) | 12/11/1992 | 26989-92 | | 176621 | REGISTERED | 09 |
| 65123-0646 | F DESIGN (13 CIRCLES) | 12/11/1992 | 26987-92 | | 176620 | REGISTERED | 05 |
| 65123-0647 | F DESIGN (13 CIRCLES) | 12/11/1992 | 26988-92 | | 33371 | REGISTERED | 42 |
| 65123-0648 | FISHER SCIENTIFIC | 12/11/1992 | 26992-92 | | | PENDING | 42 |
| 65123-0650 | FISHER SCIENTIFIC | 12/11/1992 | 26990-92 | | | PENDING | 05 |
| 65123-0651 | FISHERBRAND | 10/31/1994 | 14414-94 | 10/31/1994 | 187341 | REGISTERED | 09 |
| 65123-0652 | ISOTEMP | 10/31/1994 | 14415-94 | 10/31/1994 | 188725 | REGISTERED | 09 |
| 65123-0653 | OPTIMA | 10/31/1994 | 14416-94 | | | PENDING | 01 |
| VIETNAM | | | | | | | |
| 65123-1061 | F DESIGN (1 CIRCLE) | 7/1/1998 | N981880 | 2/10/2000 | 33250 | REGISTERED | 01,09 |
| 65123-1062 | F FISHER SCIENTIFIC & DESIGN (1 LINE) | 7/1/1998 | N981881 | 2/10/2000 | 33251 | REGISTERED | 01,09 |
| 65123-1240 | FISHERBRAND | 10/4/2002 | 4-2002-06336 | | | PENDING | 01,09,25 |

END OF REPORT

FISHER SCIENTIFIC INTERNATIONAL INC.
INTELLECTUAL PROPERTY - PATENT LICENSES

FISHER SCIENTIFIC

| Patent Number | Expiration Date | Licensor/Owner |
|---------------|-----------------|----------------------------------|
| 4,731,335 | 13-Sep-05 | Ventana Medical Systems, Inc. |
| 4,801,431 | 31-Mar-07 | Ventana Medical Systems, Inc. |
| 5,023,187 | 11-Jun-08 | Ventana Medical Systems, Inc. |
| 5,116,727 | 31-Aug-09 | Ventana Medical Systems, Inc. |
| 5,992,709 | 9-Oct-17 | Princeton University |
| 6,103,476 | | Public Health Research Institute |
| 6,365,729 | | Public Health Research Institute |
| 6,150,097 | | Public Health Research Institute |
| 5,925,517 | | Public Health Research Institute |
| 4,683,195 | 28-Jul-04 | Roche Molecular Systems, Inc. |
| 4,683,202 | 28-Jul-04 | Roche Molecular Systems, Inc. |
| 4,965,188 | 28-Jul-04 | Roche Molecular Systems, Inc. |
| 5,075,216 | 24-Dec-11 | Roche Molecular Systems, Inc. |
| 5,407,800 | 12-Apr-11 | Roche Molecular Systems, Inc. |
| 5,322,770 | 10-May-11 | Roche Molecular Systems, Inc. |
| 5,310,652 | 10-May-11 | Roche Molecular Systems, Inc. |

Note 1: The patents now owned by Ventanna Medical Systems Inc. were initially filed or issued to Fisher Scientific Company and sold to various Instrumentation Laboratory parties in 1991, with a license taken back. The Instrumentation Laboratory parties assigned their rights to Biotek Solutions Inc., who subsequent assigned rights to Ventanna Medical Systems.

Note 2: Fisher has rights under certain Public Health Research Institute patents solely with respect to "Molecular Beacon" probes which Fisher may order from Sigma-Genosys, Inc. for direct shipment to Fisher's customers. The actual license from Public Health Research Institute is held by Sigma-Genosys, Inc.

Note 3: As to foreign counterparts, Fisher does not track what counterparts are still in effect because a) where Fisher has a royalty-free non-exclusive license (e.g., under the patents now owned by Ventanna, it does not matter to Fisher whether the patent is still in effect, and b) where Fisher pays royalties (e.g., the Roche patents), Fisher does not make or sell the covered products outside of the U.S.