

08-03-1998

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

JUL 27

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Release of Collateral Assignment

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box 100, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2068950"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

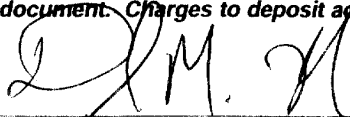
No

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. Charges to deposit account are authorized, as indicated herein.

David M. Klein

Name of Person Signing



Signature

Date Signed

7/24/98

**MEMORANDUM OF SATISFACTION AND RELEASE OF COLLATERAL
ASSIGNMENT**

WHEREAS, MEDIQ PRN/HNE, L.L.C. (the "Assignee") has adopted and used the service mark "Spectracair", which service mark is registered in the United States Patent and Trademark Office as Registration No. 2,068,950 (the "Service Mark");

WHEREAS, pursuant to a certain Revolving Credit and Term Loan Agreement (the "Loan Agreement") dated April 18, 1996 between Assignee and UNITED JERSEY BANK (the "Assignor"), Assignee had executed and delivered certain promissory notes (the "Notes") to Assignor dated as of April 18, 1996.

WHEREAS, in order to induce Assignor to extend credit to Assignee pursuant to the terms and obligations of the Loan Agreement, Assignee entered into a Security Agreement (the "Agreement") and a Service Mark Collateral Assignment (the "Assignment"), both dated April 18, 1996 in favor of Assignor, which Assignment was recorded in the United States Patent and Service Mark Office at Real 1484, Frames 420-424;

WHEREAS, pursuant to the Agreement and the Assignment, to secure the complete and timely satisfaction of certain obligations of Assignee to Assignor under the Loan Agreement and Notes, Assignee assigned to Assignor all right, title, and interest of Assignee in and to the Service Mark, together with the goodwill of the business symbolized thereby, the application for registration and registration thereof, all renewals thereof, the right to sue for past present and future infringements thereof, and all rights corresponding thereto throughout the world (collectively, the "Collateral"); and

WHEREAS, all of Assignee's obligations under the Loan Agreement and Notes have now been satisfied and Assignor wishes to formally reconvey to Assignee all right, title, and interest of Assignee in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby reconvey to Assignee all of Assignor's right, title and interest in and to the Collateral, so that it is as if the Assignment had never been executed by Assignee; and Assignor does further acknowledge and affirm that all of the rights and remedies of the Assignor with respect to the Agreement and Assignment concerning the Collateral have been and are hereby extinguished.

IN WITNESS WHEREOF, Assignor has caused this MEMORANDUM OF SATISFACTION AND RELEASE OF COLLATERAL ASSIGNMENT to be executed by its duly authorized officer as of the 28th day of May 1998.

SUMMIT BANK
(Successor in interest to)
UNITED JERSEY BANK

By: *Gail J. Lawrence* ^{gjl}
Gail J. Lawrence
THE VICE PRESIDENT