

12-01-1998

1-31-97

HEET

Patent and Trademark Office

MA 11-25-98



To the Honorable Commissioner of

100909962

attached original documents or copy thereof.

83-52-11

1. Name of conveying party(ies):

Horizon Medical Products, Inc.  
4200 Northside Parkway, N.W.  
Atlanta, Georgia 30327

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

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

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

Name: Cordova Capital Partners, L. P. -  
Enhanced Appreciation

Internal Address:

Street Address: 3350 Cumberland Circle, Suite 970

City Atlanta State Georgia ZIP 30339

Individual(s) citizenship

Association

General Partnership

Limited Partnership Georgia

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 12, 1998

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

A. Trademark Application No.(s)

1, 762, 662

B. Trademark registration No.(s)

1, 762, 661

Additional numbers attached?  Yes  No

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

Name: Pamela Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

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.

Pamela Allen

Name of Person Signing

*Pamela A. Allen*

Signature

11/16/98

Date

Total number of pages comprising cover sheet

4

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

11/27/1998 DNGUYEN 00000097 1762662

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:482

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**EXHIBIT A**

<b>Trademark</b>	<b>Registration No./Serial No.</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Reel/Frame</b>
HMP (and Design)	1,762,662	USA	Registered	1141/0269 Rec.-5/6/94
HMP-PORT	1,762,661	USA	Registered	1141/0269 Rec.-5/6/94

RELEASE OF TRADEMARK ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, CORDOVA CAPITAL PARTNERS, L.P.-ENHANCED APPRECIATION (the "Secured Party"), does hereby grant, assign and convey absolutely, and release any security interest or collateral assignment in, unto HORIZON MEDICAL PRODUCTS, INC., a Georgia corporation (the "Grantor"), WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, all of its right, title and interest, in, to and under (i) the trademarks, tradenames and service marks listed on Exhibit A hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Assignor's business connected with and symbolized by such trademarks, tradenames and service marks (collectively, the "Trademarks") to the extent any of the foregoing was transferred to the Assignee and filed in the United States Patent and Trademark Office at the Reel and Frame specified for each trademark in Exhibit A hereto.

IN WITNESS WHEREOF, the Assignee has caused this Release of Trademark Security Agreement to be executed under seal by one of its a duly authorized officers on this 12<sup>th</sup> day of November, 1998

SECURED PARTY:

CORDOVA CAPITAL PARTNERS, L.P.-  
ENHANCED APPRECIATION

CORDOVA CAPITAL II LLC

By: GENERAL PARTNER

Name: [Signature]

Title: [Signature]

STATE OF GEORGIA )

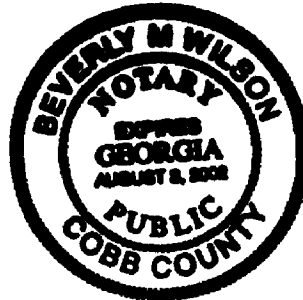
COUNTY OF Cobb ) ss.:

The foregoing Release of Trademark Assignment was executed and acknowledged before me this 12<sup>th</sup> day of November, 1998, by Ralph Wright, personally known to me to be the President of CORDOVA CAPITAL PARTNERS, L.P.-ENHANCED APPRECIATION.

Beverly M. Wilson  
Notary Public

My commission expires:

8/3/2002



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