

FORM PTO-1594 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

F

02-01-2000

Docket No.:

1327000-0034

mwj
12/21/99



101253582

Tab settings

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):
Bank of America, N.A. (f/k/a NationsBank, N.A.)

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

Additional names(s) of conveying party(ies) Yes No

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

Name: Home Diagnostics, Inc.

Internal Address: _____

Street Address: 2400 NW 55th Court

City: Ft. Lauderdale State: FL ZIP: 33394

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: December 16, 1999

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

A. Trademark Application No.(s)
75/520,147
75/520,146

Additional numbers Yes No

B. Trademark Registration No.(s)
1,888,174 1,437,824
1,578,832
1,457,313

Additional numbers Yes No

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

Name: J. Michael Martinez de Andino

Internal Address: McGuire, Woods, Battle & Boothe, LLP

Street Address: One James Center
901 East Cary Street

City: Richmond, State: VA ZIP: 23219

6. Total number of applications and registrations involved:..... **6**

7. Total fee (37 CFR 3.41):.....\$ \$165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0437

01/31/2000 DCDATES 00000115 73520147
01 FC:481
02 FC:482

DO NOT USE THIS SPACE

40.00 OP
125.00 OP

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.

J. Michael Martinez de Andino, #37,178 December 21, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

**RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

This Release of Security Interest in Patents and Trademarks (this "Release") is entered into as of the 16th day of December, 1999 between Bank of America, N.A. (f/k/a NationsBank, N.A.) (the "Releasing Party") and Home Diagnostics, Inc. (the "Holder").

WHEREAS, the Holder and the Releasing Party entered into a Patent Security Agreement ("Assignment of Patents") dated May 10, 1999, pursuant to which the Holder assigned its interest in and to, among other things, all of its patent, registrations and applications for the protection of inventors or designs, as set forth on Exhibit A hereto; and

WHEREAS, the Holder and the Releasing Party entered into a Trademark Security Agreement (the "Assignment of Trademarks") dated May 10, 1999, pursuant to which the Holder assigned its interest in and to, among other things, all of its trademarks and service marks registered with the United States Patent and Trademark Office for the protection of inventors or designs, as set forth on Exhibit A hereto; and

WHEREAS, the Releasing Party agrees to release any and all its security interests in the Holder.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Releasing Party hereby releases any and all right, title and interest in or to the patents and trademarks of the Holder listed on Exhibit A hereto (the "Intellectual Property") which are or may have been assigned to the Releasing Party pursuant to the Assignment of Patents and Assignment of Trademarks. The Releasing Party hereby releases its right, title and interest in or to the following:

- (a) the Intellectual Property;
- (b) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Intellectual Property;
- (c) all rights to sue for past, present, and future infringements of the Intellectual Property;
- (d) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Intellectual Property;
- (e) all licenses and other agreements relating to the Intellectual Property and the use thereof;
- (f) all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to


the manufacture of the Holder's products under, utilizing, or in connection with the Intellectual Property; and

(g) all goodwill of the Holder's business connected with, symbolized by or in any way related to the items set forth in clause (a) through (f) above.

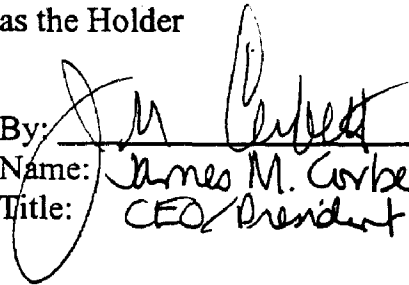
If any clause or provision of this Release shall be held invalid or unenforceable, in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Release as of this
16 day of December, 1999.

BANK OF AMERICA, N.A., as the
Releasing Party

By: 
Name: MICHAEL MICHAUD
Title: VICE PRESIDENT

HOME DIAGNOSTICS, INC.,
as the Holder

By: 
Name: James M. Corbett
Title: CEO/President

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Regina M. Lucas, a Notary Public for said County and State, do hereby certify that James M. Corbett personally appeared before me this day and acknowledged that he is CEO/President of Home Diagnostics, Inc. and acknowledged, on behalf of Home Diagnostics, Inc., the due execution of the foregoing instrument.

Witness my hand and notarial seal this 16 day of December, 1999.



Regina M. Lucas
Notary Public

My Commission Expires:

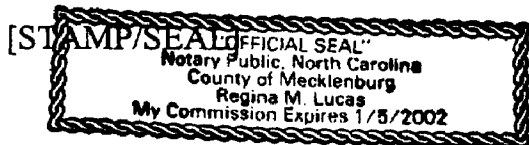
Jan. 5, 2002

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Regina M. Lucas, a Notary Public for said County and State, do hereby certify that Michael Michayd personally appeared before me this day and acknowledged that he is Vice President of Bank of America, N.A. and acknowledged, on behalf of Bank of America, N.A., the due execution of the foregoing instrument.

Witness my hand and notarial seal this 16 day of December, 1999.



Regina M. Lucas
Notary Public

My Commission Expires:

Jan 5, 2002

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>
5,296,192 (patent no.) 07/862,733 (serial no.)	USA	4/3/92 (filed) 3/22/94 (issued)	Diagnostic Test Strip
08/872,088 (serial no.)	USA	6/10/97 (filed)	Diagnostic Sanitary Test Strip
09/344,895 (serial no.)	USA	6/25/99 (filed)	Improved Diagnostic Sanitary Test Strip
08/879,130 (serial no.)	USA	6/19/97 (filed)	Diagnostic Test Strip Meter and System

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>MARK</u>
75/520,147 (serial no.)	USA	7/16/98 (filed)	PRESTIGE IQ (stylized letters)
75/520,146(serial no.)	USA	7/16/98 (filed)	DIASURE (stylized letters)
1,888,174 (reg. no.) 74/419,188 (serial no.)	USA	8/2/93 (filed) 4/11/95 (issued)	DIASCAN
1,578,832 (reg. no.) 73/802,117 (serial no.)	USA	5/23/89 (filed) 1/23/90 (issued)	LIPOSCAN
1,457,313 (reg. no.) 73/644,460(serial no.)	USA	2/13/87 (filed) 9/15/87 (issued)	DIALET
1,437,824 (reg. no.) 73/587,413 (serial no.)	USA	3/10/86 (filed) 4/28/87 (issued)	DIASCAN