

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

02-01-2000

Docket No.:

1327000-0034

*MW*  
*12/21/99*



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Tab settings → → → ▼

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

1. Name of conveying party(ies):  
**PNC Bank, N.A. (as successor to Midlantic National Bank)**

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

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

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

Name: **Home Diagnostics, Inc.** <sup>21</sup>

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 17, 1999**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,578,832  
1,457,313  
1,437,824

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: **3**

7. Total fee (37 CFR 3.41): \$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**13-0437**

DO NOT USE THIS SPACE

01/31/2000 DC0ATES 00000122 1578832

01 FC:481 40.00 OP  
02 FC:482 50.00 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**

Name of Person Signing

Signature

**December 21, 1999**

Date

Total number of pages including cover sheet, attachments, and

**8**

TRADEMARK

RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS

This Release of Security Interest in Patents (this "Release") is entered into as of the 17<sup>th</sup> day of December, 1999 between PNC Bank, N.A. (as successor to Midlantic National Bank) (the "Releasing Party") and Home Diagnostics, Inc. (the "Holder").

WHEREAS, the Holder and the Releasing Party entered into an assignment ("Assignment") pursuant to which the Holder assigned its interest in and to, among other things, all of its patents, trademarks, registrations and applications for the protection of inventors or designs, as set forth on Exhibit A hereto;

WHEREAS, the Releasing Party's interest in the Diagnostic Test Strip patent more particularly described in Exhibit A hereto is evidenced in Reel/Frame 6962/0561 recorded April 19, 1994 in the United States Patent and Trademark Office;

WHEREAS, the Releasing Party's interest in the LIPOSCAN trademark more particularly described in Exhibit A hereto is evidenced in Reel/Frame 0715/0691 recorded on June 11, 1990 in the United States Patent and Trademark Office;

WHEREAS, the Releasing Party's interest in the DIALET trademark more particularly described in Exhibit A hereto is evidenced in Reel/Frame 0715/0691 recorded on June 11, 1990 in the United States Patent and Trademark Office;

WHEREAS, the Releasing Party's interest in the DIASCAN trademark more particularly Described in Exhibit A hereto is evidenced in Reel/Frame 0715/0691 recorded June 11, 1990 in the United States Patent and Trademark Office; and

WHEREAS, the Releasing Party agrees hereunder 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. The Releasing Party hereby releases its right, title and interest in or to the following:

- (a) the Intellectual Property and;
- (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.

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

PNC Bank, N.A. as the  
Releasing Party

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HOME DIAGNOSTICS, INC.,  
as the Holder

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PNC Bank, N.A. as the  
Releasing Party

By: \_\_\_\_\_

Name:

Title:

HOME DIAGNOSTICS, INC.,  
as the Holder

By: \_\_\_\_\_

Name: James M. Corbett

Title: CEO President


STATE OF New Jersey

COUNTY OF Middlesex

I, Josephine R. Griffin, a Notary Public for said County and State, do hereby certify that Peter Schryver personally appeared before me this day and acknowledged that he is Sr. Vice Pres. of PNC Bank, N.A. and acknowledged, on behalf of PNC Bank, N.A., the due execution of the foregoing instrument.

Witness my hand and notarial seal this 17th day of December, 1999.

[STAMP/SEAL]

  
Notary Public

My Commission Expires:

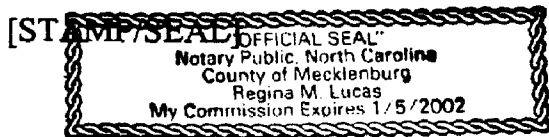
JOSEPHINE R. GRIFFIN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG 28, 2001

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. Collett 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 17 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

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>MARK</u>
1,578,832 (registration no.) 73/802,117 (serial no.)	USA	5/23/89 (filed) 1/23/90 (issued)	LIPOSCAN
1,457,313 (registration no.) 73/644,460 (serial no.)	USA	2/13/87 (filed) 9/15/87 (issued)	DIALET
1,437,824 (registration no.) 73/587,413 (serial no.)	USA	3/10/86 (filed) 4/28/87 (issued)	DIASCAN