

04-25-2001



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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TRADEMARKS ONLY

Patents and Trademarks. Please record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

<p>1. Name of conveying party(ies): <u>GENERAL ELECTRIC CAPITAL COMPANY</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of Delaware  <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>IMED CORPORATION</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>9775 Businesspark Avenue</u></p> <p>City <u>San Diego</u> State <u>California</u> ZIP <u>92131</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designation must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 26, 1996</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p>	<p>B. Trademark registration No.(s) <u>1,888,354</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><u>PENNIE &amp; EDMONDS LLP</u>  <u>3300 Hillview Avenue</u>  <u>Palo Alto, California 94304</u></p> <p>Attn.: <u>Thomas D. Kohler</u></p> <p>File No.: <u>8236-0022-999</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40</u></p> <p>Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>
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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.*

<u>Thomas D. Kohler</u>	<u>32,797</u>	<u>Thomas D. Kohler</u>	<u>4/9/01</u>
Name of Person Signing	Reg. No.	Signature	Date

Total number of pages comprising cover sheet: 23

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

TRADEMARK (IMED)

TERMINATION, RELEASE OF SECURITY INTERESTS  
AND REASSIGNMENT OF TRADEMARKS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS AND REASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND INVENTIONS ("Release And Assignment") is dated as of the 26th day of November, 1996, by GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), a New York corporation, having a mailing address at 5665 New Northside Drive, Atlanta, Georgia 30328, as agent (GECC in such capacity, the "Agent") for itself and the other lenders (GECC and such other lenders, collectively, the "Lenders") and IMED CORPORATION ("Borrower"), a Delaware corporation, having a mailing address at 9775 Businesspark Avenue, San Diego, California.

W I T N E S S E T H :

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 2, 1990 by and among Borrower, Agent, and the Lenders ("Security Agreement"), Borrower has assigned and granted a security interest in certain properties as defined therein for the benefit of Agent and ratable benefit of the Lenders;

WHEREAS, pursuant to the Security Agreement, and by virtue of a COLLATERAL ASSIGNMENT (U.S.) dated April 2, 1990, ("First U.S. Collateral Assignment"), Borrower granted to Agent for its benefit and for the ratable benefit of the Lenders, a security interest in and, as the case may be, an assignment of all right, title and interest of Borrower, in, to, and under all trademarks, trademark applications and trademark licenses of Borrower, owned or thereafter acquired, including, without limitation, the Trademarks, Trademark Applications and Trademark Licenses listed on Schedule A hereto (Schedule 1 to the First U.S. Collateral Assignment);

WHEREAS, in connection with the Security Agreement, and in order to continue the security interests and assignments granted in the Security Agreement and to effect new security interests and assignments, Borrower executed and delivered to the Agent an Amended and Restated Security Agreement, dated as of August 12, 1994 (as thereafter amended or otherwise modified from time to time, the "Amended and Restated Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement and the Amended and Restated Security Agreement, and by virtue of a further COLLATERAL ASSIGNMENT (U.S.) dated August 12, 1994 ("Second U.S. Collateral Assignment"),

PEMP-66100.1

TRADEMARK  
REEL: 002279 FRAME: 0620

Borrower granted to Agent for its benefit and for the ratable benefit of the Lenders, a security interest in and, as the case may be, an assignment of all right, title, and interest of Borrower in, to, and under all trademarks, trademark applications and trademark licenses of Borrower, owned or thereafter acquired, including, without limitation, the Trademarks, Trademark Applications and Trademark Licenses listed on Schedules B hereto (Schedule 1 to the Second U.S. Collateral Assignment);

WHEREAS, also pursuant to the terms of the Security Agreement and the Amended and Restated Security Agreement, and by virtue of an additional COLLATERAL ASSIGNMENT (U.S.) dated December 19, 1995 ("Third U.S. Collateral Assignment"), Borrower granted to Agent for its benefit and for the ratable benefit of the Lenders, a security interest in and, as the case may be, an assignment of all right, title, and interest of Borrower in, to, and under all trademarks, trademark applications and trademark licenses of Borrower, owned or thereafter acquired, including, without limitation, the Trademarks, Trademark Applications and Trademark Licenses listed on Schedules C hereto (Schedule 1 to the Third U.S. Collateral Assignment);

WHEREAS, the First U.S. Collateral Assignment was recorded in the United States Patent and Trademark Office on April 17, 1990, at Reel 0708, Frames 533 through 554;

WHEREAS, the Second U.S. Collateral Assignment was recorded in the United States Patent and Trademark Office on January 25, 1995 at Reel 1273, Frames 226 through 234;

WHEREAS, the Third U.S. Collateral Assignment was recorded in the United States Patent and Trademark Office on January 2, 1996 at Reel 1429, Frames 410 through 417; and

WHEREAS, Borrower has satisfied the Secured Obligations, and has requested that Agent terminate the Amended and Restated Security Agreement, the Security Agreement, the First U.S. Collateral Assignment, Second U.S. Collateral Assignment, and Third U.S. Collateral Assignment, and release its security interests in and liens on the trademarks, trademark applications and trademark licenses of Borrower, and reassign the same to Borrower;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agent does hereby release and terminate all assignments, liens and security interests in and to all properties which were granted, pledged and assigned to the Agent for its benefit and for the ratable benefit of the Lenders as security for the Secured Obligations pursuant to the Amended and Restated Security Agreement, the Security

Agreement, the First U.S. Collateral Assignment, Second U.S. Collateral Assignment, and Third U.S. Collateral Assignment, and Agent does hereby, without recourse of any kind, assign, convey, grant, set over, transfer and release to the Borrower all of the Agent's right, title and interest, if any, in and to said properties together with the goodwill of the business connected with and symbolized by said properties, including, without limitation, the following:

(a) all Trademarks and Trademark Applications, including, without limitation, each trademark and trademark application identified in Schedules A, B and C attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower, as the case may be, accruing thereunder or pertaining thereto; and

(b) all license agreements with any other person in connection with any of the Trademarks and Trademark Applications, whether Borrower, as the case may be, is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedules A, B, and C attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements.

2. The parties hereto do hereby cancel and terminate the Amended and Restated Security Agreement, the Security Agreement, the First U.S. Collateral Assignment, Second U.S. Collateral Assignment, and Third U.S. Collateral Assignment, and all rights and obligations of the parties thereunder.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release And Assignment.

4. This Release And Assignment has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have caused this Release And Assignment to be duly executed and delivered by a duly authorized officer on the day and year first above written.

AGENT

GENERAL ELECTRIC CAPITAL CORPORATION

By: David Sept  
Title: Duly Authorized Signatory

BORROWER

IMED CORPORATION

By: Joseph W. H.  
Title: President

STATE OF Georgia)  
 ) ss.:  
COUNTY OF Fulton)

On this 20<sup>th</sup> day of November, 1996, before me personally came David J. Teszler, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_; that he/she is the Duly Authorized of GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), the corporation described in and which executed the above instrument; that he/she has been authorized to execute said instrument on behalf of GECC; and that he/she signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Joy Roberts  
Notary Public

Notary Public, Gwinnett County, Georgia  
My Commission Expires April 18, 1997

STATE OF NEW YORK)  
 ) ss.:  
COUNTY OF New York

On this 25<sup>th</sup> day of November, 1996, before me personally came JOSEPH W. KUHN, to me known, who being by me duly sworn, did depose and say that he/~~she~~ resides at \_\_\_\_\_; that he/~~she~~ is the PRESIDENT of IMED CORPORATION, the corporation described in and which executed the above instrument; that he/~~she~~ has been authorized to execute said instrument on behalf of said corporation; and that he/~~she~~ signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

David C. Wheeler  
Notary Public

DAVID C. WHEELER  
Notary Public, State of New York  
No. 01WH5034555  
Qualified in New York County  
Commission Expires Oct. 17, 1998

# SCHEDULE A

TRADEMARK PORTFOLIO (U.S.)

ACCUDOT

Disposable Cassette for IV Fluid Control

Assignment: HII to PSGI - Reel/Frame 0568/0397

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	249379 - 2/8/80 719462	1187504 1,534,J	Original Re-registration Proof of use Class 10	4/11/09 4/11/94

ACCUSAVE

Product for IV Infusion  
Assignment: HIT to FSGI - Reel/Frame 0568/0397

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	637517 - 12/29/86	1,464,372 - 11/10/87	Class 9 AFFIDAVIT of use due	11/10/07 11/10/92
U.S.	637699 - 12/29/86	1,462,666 - 10/27/87	Class 10 AFFIDAVIT of use due	10/27/07 10/27/92



ACCUSEE

Disposable Cassette for Metering & Pumping  
Assignment: HII to FSGI - Reel/Frame 0568/0397

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	27603 - 7/24/74	1054692 - 12/21/76	Class 10	12/21/96

ADD-I-MED  
 Tubing & Cassette Sets Used in IV Preps  
 Assignment: HII to FSGI - Reel/Frame 0568/0397

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.		1317876	Class 10 Affidavit of use due	2/05/05 2/05/91

CAPTURED

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.A.	002,626 - 11/16/89			Pending

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.A.	Intent to Use filed		EASYMED	

FLO-STOP  
Disposable Product for IV Infusion

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	698869 - 12/2/87	1,534,147 - 4/11/89	FSC Proof of use	4/11/09 4/11/94

FLUIDS

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	782,540 - 2/23/89		Class 44 FSC Pub. 2/13/90	Pending

FLUIDS (Stylized)

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	782,581 - 2/23/89			Pending

GEMINI

Dual Mode IV Infusion Device

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	699129 - 12/2/87		PSC	Pending

GEMINI (Stylized)

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	754,230	12/12/89	Publication	

GEMINI PC-1

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	751,426	1,584,487 - 2/27/90	Affid. of Use Due	2/27/95 2/27/00

GEMINI PC-2

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	751,430	1,584,488 - 2/27/90	Affid. of Use Due	2/27/95 2/27/00

**CRAVISET**

Chamber for delivering a measured amount of fluid to a patient

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	638516 - 1/6/87	1,474,044 - 1/26/88	Class 10 FSGI Affidavit of Use Due	1/26/08 1/26/93
U.S.	638517 - 6/27/89 Pub.	1,556,669 - 9/19/89	Class 10 FSGI Affidavit of Use Due	9/19/09 9/19/94

IHEED

Probe Covers for Thermometers, Infusion Pumps  
Assignment: HII to FSGI - Reel/Frame 0568/0397

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	21804 - 5/17/74	1010369	Class 25	5/13/95

REEL TO REEL

IMED PLUS DESIGN  
 Volumetric Infusion Pumps, etc.  
 Assignment: HII to FSGI - Reel/FSGI - Reel/Frame 0568/0397

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.		1250233	Class 10 Affidavit of Use Due (NKI Working)	9/06/03 9/06/89

ISYS

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	002,605 - 11/16/89			Pending

MACRODOT  
 Disposable Cassette for IV Flow Control  
 Assignment: HII to FSGI - Reel/Frame 0568/0397

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.		1365426	Class 10 Affidavit of Use Due	10/15/05 10/15/91



MICROSET  
 Product for IV Infusion  
 Assignment: HII to FSGI - Reel/Frame 0568/0397

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.		1234461	Class 10	4/12/03

MULTI-LINE

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	002,606 - 11/16/89			Pending

PERPECTAPER

Country	Application Number - Date	Registration Number - Date	Comments	Renewal Date
U.S.	Intent to Use Filed			

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
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U.S.	006,423 - 11/30/89		FSC	Pending
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PC-2  
Dual Mode IV Infusion Device

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
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U.S.	702533 - 12/23/87	1,528,063 - 3/7/89	FSC	3/07/94
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READYED

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
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U.S.	Intent to Use Filed			
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SENTRY

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	001,217		PSC	Pending

U.S.

TRI-SITE

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	002,623 - 11/16/89			Pending

U.S.

VERSATAPER

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
U.S.	809,903 - 6/29/89			Pending

U.S.

WALKIED

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
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U.S.	002,610 - 11/16/89			Pending
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XL

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
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U.S.	791,312 - 4/5/89			Pending
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AUTOTAPER

<u>Country</u>	<u>Application Number - Date</u>	<u>Registration Number - Date</u>	<u>Comments</u>	<u>Renewal Date</u>
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U.S.	"Intent to Use" application filed			Pending
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# SCHEDULE B

## Schedule 1

### Registered U.S. Trademarks

<u>Registration No.</u>	<u>Date</u>	<u>Mark</u>
1,777,111	6/15/93	Gemini PC-4

### U.S. Trademark Applications

<u>Registration No.</u>	<u>Date</u>	<u>Mark</u>
495,385	2/28/94	Gemini PC-2TX
495,389	2/28/94	PC-2TX

Schedule 1

TRADEMARK LICENSES  
(IF ANY)

Trademark Licenses with respect to which  
Borrower is a licensor:

<u>Licensee</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
McGaw	Product Distribution Agreement dated March 30, 1992	ReayMED

Trademarks and Trademark Applications with respect to  
Borrower is a licensee:

<u>Licensee</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
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- None -

# SCHEDULE C

## Schedule 1

### Registered U.S. Trademarks

<u>Registration No.</u>	<u>Date</u>	<u>Mark</u>
1,777,111	6/15/93	Gemini PC-4
1,888,353	4/11/95	Gemini PC-2TX
1,888,354	4/11/95	PC-2TX