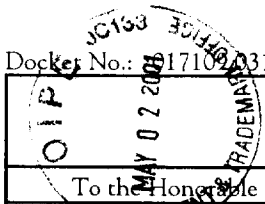


Docket No.: 171020314

05-09-2001



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks

101709515

original document or copy thereof.

1. Name of Party(ies) conveying an interest:

CHASE MANHATTAN BANK

5-2-01

2. Name and Address of Party(ies) receiving an interest:

DEKA MEDICAL, INC.  
168 Rosecrest Lane  
Columbus, Mississippi 39701

- Individual(s)
- General Partnership
- Corporation - New York Banking
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation - Florida
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: February 20, 2001

4. Application number(s) or registration number(s). Additional sheet attached?

Yes  No

A. Trademark Application No.(s) 75/452,769

B. Trademark Registration No.(s)

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

Name: Bradley P. Williams, Esq.  
Baker Botts L.L.P.  
Street Address: 2001 Ross Avenue  
City: Dallas  
State: Texas Zip: 75201

6. Number of applications and registrations involved: One (1)

7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Deposit account number (Attach duplicate copy of this form 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.

Bradley P. Williams  
Name of Person Signing

*Bradley P. Williams*  
Signature

4/30/01  
Date

Total number of pages including cover sheet 5

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

05/08/2001 6TOM11 00000221 75452769

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TRADEMARK  
REEL: 002290 FRAME: 0246

**PARTIAL RELEASE OF SECURITY INTEREST**

**(TRADEMARKS)**

This PARTIAL RELEASE OF SECURITY INTEREST (this "Partial Release") is made and effective as of the date indicated below and is granted by **CHASE MANHATTAN BANK**, a New York banking corporation ("Releasor"), in favor of **DEKA MEDICAL, INC.**, a Florida corporation ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Security Agreement dated as of May 13, 1997 (as amended or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Agreement, Releasee executed that certain Assignment for Security (Trademarks) dated as of December 15, 1999 in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest in all right title and interest of the Releasee in, to and under the Trademarks and the applications and registrations thereof (as listed on Schedule 1A to the Assignment for Security), and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Assignment for Security (Trademarks) was recorded at the United States Patent and Trademark Office at Reel 2009/Frame 0447 on December 16, 1999;

WHEREAS, Releasee has requested that Releasor partially release its security interest pertaining only to the trademark and trademark application listed on Schedule 1A annexed hereto, as well as all goodwill associated therewith (the "Mark") which is to be sold in connection with an Asset Purchase Agreement between Releasee and Microtek Medical, Inc., a Delaware corporation ("Purchaser"), pursuant to which Releasee has represented to Releasor that Releasee agreed to sell the Mark to Purchaser; and

WHEREAS, it is a condition precedent to the Asset Purchase Agreement that, among other things, Releasor and Releasee execute and deliver this Partial Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor and Releasee hereby agree as follows:

1. Releasor hereby releases and discharges its lien and security interest only in and to the Mark granted to Releasor pursuant to the Security Agreement.
2. Releasee confirms and agrees that (i) the Security Agreement, is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects as security for all Obligations of Releasee, whether now existing or hereafter arising; (ii) this Partial Release does not and shall not affect Releasor's rights and security interest in and to the Collateral except as expressly provided herein; (iii) this Partial Release does not and shall not affect any Obligations of Releasee under the Security Agreement including, without limitation,

Releasee's obligation to repay loans and all other obligations in accordance with the terms of the Security Agreement, all of which obligations shall remain in full force and effect; and (iv) except as expressly provided herein, the execution, delivery and effectiveness of this Partial Release shall not operate as a waiver of any right, power or remedy of Releasor under the Security Agreement or any other loan document, nor constitute a waiver of any provision of the Security Agreement or any other loan document.

3. This Partial Release shall (i) be binding on Releasor and Releasee and their respective permitted successors and assigns, and (ii) inure to the benefit of Releasor and Releasee and their respective successors and assigns.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 20 day of February 2001.

CHASE MANHATTAN BANK

By: Donna M. DiFurio

Name: DONNA M. DiFURIO

Title: Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 20 day of February 2001, before me, the undersigned, personally appeared DONNA M. DiFURIO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]

*Jeffrey S. Ackerman*  
JEFFREY S. ACKERMAN  
NOTARY PUBLIC, State of New York  
No. 24-4707613  
Qualified in Kings County  
Commission Expires June 30, 2001

**ACCEPTED AND AGREED TO:**

DEKA MEDICAL, INC.

By: Patti Paschal

Name: Patti Paschal

Title: Secretary

**SCHEDULE 1A**

**TRADEMARKS**

**MARK**

**APP. #**

CLEANOP

75/452,769

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