Docket No. 61617189.0314 05 - 09	9-2001 <u> </u>	
TO THE WEY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorab Commissioner of Patents and 1017	'09517,nal document or copy thereof.	
1. Name of Party (Ses) conveying an interest: PATENT CHASE MANHATTAN BANK S. 7 01	2. Name and Address of Party(ies) receiving an interest: DEKA MEDICAL, INC. 168 Rosecrest Lane Columbus, Mississippi 39701	
Individual(s) General Partnership Limited Partnership X Corporation - New York Banking Other 3. Interest Conveyed: Assignment X Security Agreement-Release Merger	Individual Association General Partnership Limited Partnership X Corporation - Florida Other Citizenship If not domiciled in the United States, a domestic representative designation is attached: Yes	
Other	No	
Effective Date: March 15, 2001		
4. Application number(s) or registration number(s). Additional sheet a A. Trademark Application No.(s) 75/325,841; 76/102,704; 76/102,995	B. Trademark Registration No.(s) 2,050,918; 2,081,601; 2,103,383; 2,255,352; 2,369,045;	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Number of applications and registrations involved: Eight (8)	
Name: Bradley P. Williams, Esq. Baker Botts L.L.P.	7. Amount of fee enclosed or authorized to be charged: \$215.00	
Street Address: 2001 Ross Avenue City: Dallas	8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):	
State: Texas Zip: 75201		
DO NOT USE THIS SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is document. Bradley P. Williams Name of Person Signing Signature	true and correct and any attached copy is a true copy of the original 1 30 0 Date Total number of pages including cover sheet 5	
OMB No. 0651-0011 (exp.4/94)	this partian	
Mail documents to be recorded with required cover sheet information: Commissioner of Pate Box Assig Washington, Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, it cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Project, (0651-0011), Washington, D.C. 20503.	ent and Trademarks Innents D.C. 20231 Including time for reviewing the document and gathering the data needed, and completing and reviewing the sample	

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 regsitrations 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 <u>Schedule 1A</u> 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,

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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.

This Partial Release shall (i) be binding on Releasor and Releasee and 3. 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 /s day of March 2001.

CHASE MANHATTAN BANK

By: Sonna M. DiSorie

Name: DONNA M. DiFORIO

Title: View President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this /s day of March 2001, before me, the undersigned, personally appeared DONAH M. DIFORIO, 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.

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ACCEPTED AND AGREED TO:

DEKA MEDICAL, INC.

Бу._____

Name: tatti taschal

Title: Screlary

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SCHEDULE 1A

TRADEMARKS

<u>MARK</u>	REG./APP.#
DEKA	2,369,045
TRIAD MEDICAL	2,255,352
UNIVERSAL	2,050,918
ANGIOGRAPHY DRAPE	
SAF-T-SORB	2,081,601
CHEMOTHERAPY	2,103,383
DEKA & Design	75/325,841
TWIN RING	76/102,704
BI-RING	76/102,995

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eving Party:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Receiving Party:

Deka Medical, Inc.

Chase Manhattan Bank

BOX: Assignment

Assistant Commissioner for Patents Washington, D.C. 20231

Dear Sir:

CERTIFICATE OF MAILING BY EXPRESS MAIL

I hereby certify that the attached Recordation Form Cover Sheet (1 page), Partial Release of Security Interest (4 pages), a check for the filing fee in the amount of \$215.00, a Baker Botts L.L.P. return receipt postcard (1 card), and this Certificate of Mailing (1 page) is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on this 2nd day of May, 2001 addressed to the Assistant Commissioner of Patents, Washington, D.C. 20231.

Willie Tiles
Willie Jiles

Express Mail Receipt No.: EL501022054US Attorney Docket No.: 017109.0314

DAL01:601762.1 017109.0314

RECORDED: 05/02/2001 REEL: 002290 FRAME: 0256