

Form PTO-1594
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12-05-2001



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101907123

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10-5-01

1. Name of conveying party(ies):
General Electric Capital Corporation
12-501
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other Termination of Assignment
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Medi-Flex Hospital Products, Inc. (as
Name: successor by merger to Medi-Flex
Internal Technologies, Inc.)
Address: _____
Street Address: 8717 West 110th Street, Suite 750
City: Overland Park State: KS Zip: 66210
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Kansas
 Other _____
If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Assignment
Execution Date: November 29, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
See Schedule B attached
Additional number(s) attached Yes No 2043158

B. Trademark Registration No.(s) _____
See Schedule B attached

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: Jeffrey E. Fine, Esq.
Internal Address: Polsinelli, Shalton &
Welte, P.C.
Street Address: 100 S. Fourth Street, Suite
1100
City: St. Louis State: MO Zip: 63102

6. Total number of applications and
registrations involved: 12
7. Total fee (37 CFR 3.41).....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
12/06/2001 DBYRNE 00000003 2043158
01 FC:481 40.00 OP
02 FC:482 Jeffrey E. Fine 275.00 OP
Name of Person Signing Jeffrey E. Fine Signature _____ Date 12/4/01
Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 002402 FRAME: 0468

**SCHEDULE B
TRADEMARKS, SERVICE MARKS AND COPYRIGHTS**

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration Number</u>	<u>Date of Issue</u>
U.S.	DERMISTIK			2,043,158	03/11/97
U.S.	MEDI-FLEX			1,741,113	12/22/92
U.S.	CEPTI-SEAL			1,721,354	10/06/92
U.S.	SEPPS			1,736,021	12/01/92
U.S.	FREPP/SEPP			1,074,401	10/04/77
U.S.	SEPP			1,075,364	10/18/77
U.S.	FREPP			1,090,146	05/02/78
U.S.	FREPPS	75/324,674	07/15/97		
U.S.	MEDI-FLEX	75/384,662	11/04/97		
U.S.	INSTALITE	75/431,184	02/09/98		
U.S.	K KLOSURE			2,162,340	06/02/98
U.S.	ADHEROL	75/514,712	06/23/98		
Canada	MEDI-FLEX			431,296	07/29/94
Canada	CHLORAPREP			475,702	05/05/97

**TERMINATION OF ASSIGNMENT
(Patents, Trademarks, Copyright and Licenses)**

THIS TERMINATION OF ASSIGNMENT, dated as of November 29, 2001, is made by **GENERAL ELECTRIC CAPITAL CORPORATION** ("Lender").

WHEREAS, Medi-Flex Hospital Products, Inc. (as successor by merger to Medi-Flex Technologies, Inc.) (the "Company") has granted a security interest in certain property to the Lender, including, without limitation, a security interest in certain patents, trademarks, copyrights and licenses (the "Intellectual Property") pursuant to and in accordance with that certain Collateral Patent, Trademark, Copyright and License Assignment dated as of December 11, 2000 (the "Assignment"); and

WHEREAS, the Company has satisfied the Liabilities (as defined in the Assignment) in full and the Credit Agreement (as defined in the Assignment) has accordingly terminated by its terms; and

WHEREAS, in accordance with Section 9 of the Assignment, the Lender has agreed to terminate and release its security interest in all of such Intellectual Property, including, without limitation (a) the Patents identified on **Schedule A** hereto, (b) the Trademarks identified on **Schedule B** hereto; (c) the Copyrights identified on **Schedule C** hereto, and (d) the Licenses identified on **Schedule D** hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Lender hereby agrees as follows:

1. **Termination of Lender's Interest.** The Lender hereby acknowledges and agrees that the Assignment is terminated and of no further force and effect. Accordingly, the Lender hereby terminates and releases its lien on and security interest in the Intellectual Property, and reassigns to the Company all of its interest in the following:
 - a. **Patents**
 1. Each patent and patent application of the Company, including, without limitation, each patent and patent application referred to in Schedule A attached hereto; and
 2. Each patent license to which the Company is a party.
 - b. **Trademarks**
 1. Each trademark, trademark registration and trademark registration application of the Company, including, without limitation, the trademarks, trademark registrations and trademark applications referred to on Schedule B attached hereto; and
 2. Each trademark license to which the Company is a party.
 - c. **Copyrights**
 1. Each copyright, copyright registration and copyright application of the Company, including, without limitation, each copyright, copyright registration and copyright application referred to in Schedule C attached hereto; and
 2. Each copyright license to which the Company is a party.
 - d. **Licenses**

TRADEMARK

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1. Each license to which the Company is a party, not otherwise covered by Sections a, b and/or c above.

IN WITNESS WHEREOF, the Lender has caused this Termination of Assignment to be duly executed as of the date first set forth above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: *Pamela D. Eskva*
Title: *Its duly authorized signatory*

ACCEPTED:

MEDI-FLEX HOSPITAL PRODUCTS, INC.
(as successor to by merger to Medi-Flex Technologies, Inc.)

By: *[Signature]*
Title: *Its Duly authorized signatory*

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois)
)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27 day of November, 2001, personally appeared Pamela D. Eskva, to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Duly Authorized Signatory of General Electric Capital Corporation, and that said instrument was signed and sealed on behalf of said corporation, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Sharon Moy
Notary Public
My Commission Expires: 6/12/04

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of December, 2001, personally appeared A. Wehrhann, to me known personally, and who, being by me duly sworn, deposes and says that he/she is a Duly Authorized Signatory of Medi-Flex Hospital Products, Inc. (as successor by merger to Medi-Flex Technologies, Inc.), and that said instrument was signed and sealed on behalf of said corporation, and said officer acknowledged said instrument to be the free act and deed of said corporation.

KERI MARTENS
Notary Public-State Of Kansas
My Appt. Expires 7/8/2005

Keri Martens
Notary Public
My Commission Expires: 7/8/2005

**SCHEDULE A
PATENTS AND PATENT APPLICATIONS**

<u>Country</u>	<u>Inventor</u>	<u>Application or Filing Date</u>	<u>Serial or Patent No.</u>	<u>Date of Issue</u>	<u>Title</u>
U.S.	Lesley M. DeHavilland		DES.386,849	11/25/97	Liquid Applicator
U.S.	Lesley M. DeHavilland		DES.396,911	08/11/98	Liquid Applicator (Div. of DES.386,849)
U.S.	Kermit E. Krantz		5,383,900	01/24/95	Tape Applicator
U.S.	Lesley M. DeHavilland		5,538,353	07/23/96	Liquid Applicator
U.S.	Kermit E. Krantz		5,336,219	08/09/94	Skin Closure System
U.S.	Patrick D. McGrath		5,690,958	11/25/97	Unit Dose Chlorhexadine Gluconate (CHG) Applicator Having Extended CHG Shelf Life
U.S.	P.K. Frederick, W.R. Edwards		5,752,363	05/19/98	Method & Apparatus for Manufacturing Liquid Dispensers
U.S.	William R. Edwards		5,772,346	06/30/98	Liquid Applicator With Structural Insert
U.S.	Brandmeyer, Johnson		5,445,462	08/29/95	Liquid Applicator
Australia	Brandmeyer, Johnson		676,072	06/08/94	Liquid Applicator
Canada	Brandmeyer, Johnson	06/08/94	2168466		Liquid Applicator
EPC	Brandmeyer, Johnson	06/08/94	9492194.6- 2303		Liquid Applicator

<u>Country</u>	<u>Inventor</u>	<u>Application or Filing Date</u>	<u>Serial or Patent No.</u>	<u>Date of Issue</u>	<u>Title</u>
Japan	Brandmeyer, Johnson	06/08/94	505804/1995		Liquid Applicator
PCT	Patrick McGrath	07/07/97	PCT/US97/12325		Unit Dose Chlorhexadine Gluconate (CHG) Applicator Having Extended CHG Shelf Life
Canada	Lesley DeHavilland	12/01/95	2228942		Liquid Applicator
EPC	Lesley DeHavilland	12/01/95	95940895.6		Liquid Applicator
Mexico	Lesley DeHavilland	02/18/98	981347		Liquid Applicator
Australia	Lesley DeHavilland	12/01/95	42492/96		Liquid Applicator
Japan	Lesley DeHavilland	12/01/95	510210/97		Liquid Applicator
Canada	Lesley DeHavilland	06/27/97	81120 (Design)		Liquid Applicator
United Kingdom	Lesley DeHavilland	07/23/96	2,062,457 (Design)		Liquid Applicator
Germany	Lesley DeHavilland		M9,700,445.6 (Design)	01/21/97	Liquid Applicator

SCHEDULE C

None.

SCHEDULE D
Royalty Liabilities

Assignor has agreed to pay royalties to The "K" Corporation based upon Assignor's "Net Sales" of products embodying United States Patent No. 5,336,219 (the "Skin Closure System"), in accordance with that certain Royalty Agreement, dated August 9, 1994, as amended by Addendum to Royalty Agreement, dated June 8, 1998, by and between Assignor and The "K" Corporation, assignee of Kermit Krantz, M.D. A true and complete copy of these Agreements has been furnished to the Lender and is compiled at tab No. 8 in the Assignor's Legal Profile Document Binder.