

12-05-2001



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101907122

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

12-570

1. Name of conveying party(ies):

General Electric Capital Corporation

12-501

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other Termination of Assignment
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: November 29, 2001

2. Name and address of receiving party(ies)

Name: Medi-Flex Hospital Products, Inc.

Internal 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

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

A. Trademark Application No.(s) \_\_\_\_\_  
See Schedule B Attached

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule B Attached

Additional number(s) attached  Yes  No 2043158

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 00000010 2043158

01 FD:481 Jeffrey E. Fine 40.00 OP  
02 FD:482 Name of Person Signing 275.00 OP

Jeffrey E. Fine  
Signature

12/4/01  
Date

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

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

Country	Mark	Application or Serial Number	Application or Filing Date	Registration Number	Date of Issue
U.S.	DERMISTIK			2,043,158	3/11/97
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	5/02/78
U.S.	FREPPS	75/324,674	7/15/97		
U.S.	MEDI-FLEX	75/384,662	11/04/97		
U.S.	INSTALITE	75/431,184	2/09/98		
U.S.	K KLOSURE			2,162,340	6/02/98
U.S.	ADHEROL	75/514,712	6/23/98		
Canada	MEDI-FLEX			431,296	7/29/94
Canada	CHLORAPREP			475,702	5/05/97

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

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

**WHEREAS**, Medi-Flex Hospital Products, 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**

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. Eskra  
 Title: Its duly authorized signatory

ACCEPTED:

MEDI-FLEX HOSPITAL PRODUCTS, 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 29<sup>th</sup> day of November, 2001, personally appeared Pamela D. Eskra, 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 3<sup>rd</sup> day of December, 2001, personally appeared A. Joe Brandt, 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., 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**

Country	Inventor	Application or Filing Date	Serial or Patent No.	Date of Issue	Title
U.S.	Lesley M. DeHavilland		DES.386,849	11/25/97	Liquid Applicator
U.S.	Lesley M. DeHavilland		DES396,911	8/11/98	Liquid Applicator (Div. of DES.386,849)
U.S.	Kermit E. Krantz		5,383,900	1/24/95	Tape Applicator
U.S.	Leslie M. DeHavilland		5,538,353	7/23/96	Liquid Applicator
U.S.	Kermit E. Krantz		5,336,219	7/23/96	Skin Closure System
U.S.	Patrick D. McGrath		5,690,958	11/25/97	Unit Dose Chlorhexandine Gluconate (CHG) Applicator Having Extended CHG Shelf Life
U.S.	P.K. Frederick, W.R. Edwards		5,752,363	5/19/98	Method and 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	8/29/95	Liquid Applicator
Australia	Brandmeyer, Johnson		676,072	6/08/94	Liquid Applicator
Canada	Brandmeyer, Johnson	6/08/94	2168466		Liquid Applicator
EPC	Brandmeyer, Johnson	6/08/94	9492194.6-2303		Liquid Applicator
Japan	Brandmeyer, Johnson	6/08/94	505804/1995		Liquid Applicator
PCT	Patrick McGrath	7/07/97	PCT/US97/2325		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	2/18/98	981347		Liquid Applicator

Country	Inventor	Application or Filing Date	Serial or Patent No.	Date of Issue	Title
Australia	Lesley DeHavilland	12/01/95	4249/96		Liquid Applicator
Japan	Lesley DeHavilland	12/01/95	510210/97		Liquid Applicator
Canada	Lesley DeHavilland	6/27/97	81120 (Design)		Liquid Applicator
United Kingdom	Lesley DeHavilland	7/23/96	2,062,457 (Design)		Liquid Applicator
Germany	Lesley DeHavilland		M9,700,445.6 (Design)	1/21/97	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.