

12-05-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

12501

1. Name of conveying party(ies): 12501
General Electric Capital Corporation

- 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, 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: Polzinelli, 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 00000011 2043158

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

Jeffrey E. Fine
Signature

12/4/01
Date

Total number of pages including cover sheet, attachments, and document: 10

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: 0489

Schedule B

See Attached

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SCHEDULE BTRADEMARKS, 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 | 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 ²⁹ 2001, is made by **GENERAL ELECTRIC CAPITAL CORPORATION** ("Lender").

WHEREAS, Medi-Flex, 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, INC.

By: A. Joseph Brandeffer
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois)
)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29th 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 3rd day of December, 2001, personally appeared A. Joseph Brandeffer 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, 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
My Commission Expires: 7/8/2005

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

Schedule A

See Attached

SCHEDULE APATENTS AND PATENT APPLICATIONS

| <u>Country</u> | <u>Inventor</u> | <u>Applications 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. 386,911 | 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. | Lesley M. DeHavilland | | 5,538,353 | 7/23/96 | Liquid Applicator |
| U.S. | Kermit E. Krantz | | 5,336,219 | 8/09/94 | Skin Closure System |
| U.S. | Patrick D. McGrath | | 5,690,958 | 11/25/97 | Unit Dose Chlorhexadine Gluconate (CHG) Applicator Having Extended CHG ShelfLife |
| U.S. | P.K. Frederick, W.R. Edwards | | 5,752,363 | 5/19/98 | Method & Apparatus for Manufacturing Liquid Dispensers |
| U.S. | William R. Edwards | | 5,772,346 | 6/30/98 | 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/US97/12325 | | Unit Dose Chlorhexadine Gluconate (CHG) Applicator Having Extended CHG Shelf Life |
| Canada | Lesley M. DeHavilland | 12/01/95 | 2228942 | | Liquid Applicator |

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| | | | | | |
|----------------|-----------------------|----------|--------------------------|---------|-------------------|
| EPC | Lesley M. DeHavilland | 12/01/95 | 95940895.6 | | Liquid Applicator |
| Mexico | Lesley M. DeHavilland | 2/18/98 | 981347 | | Liquid Applicator |
| Australia | Lesley M. DeHavilland | 12/01/95 | 42492/96 | | Liquid Applicator |
| Japan | Lesley M. DeHavilland | 12/01/95 | 510210/97 | | Liquid Applicator |
| Canada | Lesley M. DeHavilland | 6/27/97 | 81120 (Design) | | Liquid Applicator |
| United Kingdom | Lesley M. DeHavilland | 7/23/96 | 2,062,457 (Design) | | Liquid Applicator |
| Germany | Lesley M. 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.