11-04-2002

11-4-02

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102269630

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

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

1. Name of conveying party(ies):
JPMorgan Chase Bank, as Collateral Agent
270 Park Avenue
New York, NY 10017

11-4-02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Maxxim Medical, Inc.
Internal Address:
Street Address: 950 Winter Street, Suite 2900
City: Waltham State: MA Zip: 02451

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Delaware
- [ ] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Partial release of security interest

Execution Date: 10/24/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
Please only release Trademarks listed on Page 1 of Schedule 1.1(d) attached hereto.

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Agadoa
Internal Address: Federal Research Corporation
Street Address: 400 Seventh Street, N.W., Suite 101
City: Washington State: D.C. Zip: 20004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... $215-00

- [ ] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page 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.

David J. Miller — Name of Person Signing
Signature
25 October, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 9

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

11/05/2002 LMUELLER 00000083 1265467
01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

Continuation of Item 4

SCHEDULE 1.1.(d)

INTELLECTUAL PROPERTY

a) Trademarks

Name of Registered Owner	Trademark/Tradename	Registration No.	Registration Date	Expiration Date	Next Action Due
Winfield Corporation	WINFIELD (Class 3, 20, 22)	1,265,467	1/31/84		Section 8 and 15 Affidavits and Renewal App. due 1/31/04[1]
Winfield Industries Corp.	WINFIELD (Class 10)	1,456,371	9/8/87		Section 8 and 15 Affidavits and Renewal App. due 9/8/07[1]
Winfield Industries Corp.	SHARPS-TAINER	1,324,568	3/12/85		Section 8 and 15 Affidavits and Renewal App. due 3/12/05[1]
Winfield Industries Corp.	CHEMO-TAINER	1,385,878	3/11/86		Section 8 and 15 Affidavits and Renewal App. due 3/11/06[1]
Winfield Medical Corp.	WINFIELD MEDICAL (Class 10)	2,245,397	5/18/99		Section 8 and 15 Affidavits due 5/18/05[1]
Winfield Medical Corp.	WINFIELD MEDICAL (Class 10)	2,201,150	11/3/98		Section 8 and 15 Affidavits due 11/3/04[1]
Winfield Industries Corp.	SHARPSGARD 2000	1,366,540	10/22/85		Section 8 and 15 Affidavits and Renewal App. due 10/22/05[1]
Infusion Technology, Inc.	VECTOR	1,959,702	3/5/96		Section 8 and 15 Affidavits due 3/05/02[1]

b) Copyrights

Name of Registered Owner	Copyright	Registration No.	Registration Date	Expiration Date	Next Action Due
Infusion Technology, Inc.	Vector MTI	TX-4-151-419	11/9/95	Author's life + 70	N/A

Continuation of Item 4

c) Patents

Name of Owner	Patent	Patent No.	Date Issued	Expiration Date	Next Action Due
Winfield Corporation	Container for Sharps	4,494,652	1/22/85	7/1/03	None
Winfield Corporation	Receptacle for Receiving Infectious Waste Material	4,874,103	10/17/89	10/17/06	None
Winfield Industries	Sharps Disposal Container Cap Securement Arrangement	5,690,242	11/25/97	3/25/116	Maintenance Fees due 5/25/04
Winfield Corporation	Combined Disposable Bag and Disinfectant Container for Sterilizing Infectious Waste	D330,427	10/20/92	10/20/06	N/A
Winfield Corporation	Container for Sharps	4,520,926	6/4/85	2/27/04	None

JPMORGAN CHASE BANK
270 Park Avenue, New York, NY 10017

Maxxim Medical, Inc.
950 Winter Street, Suite 2900
Waltham, MA 02451

October 24, 2002

Dear Sirs:

Reference is made to the Security Agreement (the "Security Agreement"), dated as of November 12, 1999, among Maxxim Medical Group, Inc., a Delaware corporation, Maxxim Medical, Inc., a Texas corporation, each subsidiary of Maxxim Medical Group, Inc. listed on schedule 1 thereto and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), which agreement was recorded with the U.S. Patent and Trademark Office on October 5, 2000 (Reel 011164 Frame 0595) in connection with patents and on February 7, 2000 (Reel 002031 Frame 0277) in connection with trademarks. Pursuant to Section 6.14(b) of the Security Agreement, the Security Interest (as defined in the Security Agreement) in any Collateral (as defined in the Security Agreement) that is sold, transferred or otherwise disposed of in accordance with the Security Agreement, the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Security Agreement) shall automatically terminate and be released. This letter shall serve to document that the Security Interest in the Intellectual Property (as defined below) being sold, transferred, conveyed, assigned and delivered by Maxxim Medical, Inc., as Delaware corporation ("Maxxim"), to Medical Action Industries, Inc. pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 30, 2002, shall terminate and be released upon the closing of the transactions contemplated by the Asset Purchase Agreement in accordance with Section 6.14(b) of the Security Agreement.

For purposes of this letter, "Intellectual Property" means all United States and foreign: (i) patents (including design patents and industrial designs) and patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations-in-part and extensions), patent disclosures awaiting filing determination, inventions and improvements thereto; (ii) trademarks, service marks, trade names, and product names; (iii) copyrights and registrations thereof but excluding the name "Maxxim"; (iv) inventions, processes, designs, formulae, trade secrets, know-how, confidential and technical information, manufacturing, engineering and technical drawings, product specifications and confidential business information, which are held by Maxxim and which relate to the Assets (as defined in the Asset Purchase Agreement) and the manufacture and sale of the Products (as defined in the Asset Purchase Agreement), all as more specifically described in Schedule 1.1(d) attached hereto, together with all rights thereunder or in respect thereof, including, but not limited to, rights to sue and receive remedies for past, present and future infringements thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof.

Sincerely,

JPMORGAN CHASE BANK,
as Collateral Agent under the Security Agreement

by _____

Name: DAWN LEE LUM
Title: VICE PRESIDENT

<<NYCORP;2184990.2:4276W:10/24/02-3:34 p>>

SCHEDULE 1.1.(d)

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