

11-07-2002



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Docket No.:

Tab settings

To the Honorable Commissioner of P

one attached original documents or copy thereof.

1. Name of conveying party(ies):

Global Safety Surveillance, Inc.  
d/b/a Sentrx

10-31-02

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Term., Release: Discharge of Security Interest
- Merger
- Change of Name

Execution Date: October 23, 2002

2. Name and address of receiving party(ies):

Name: PNC Bank, National Association

Internal Address: One PNC Plaza

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA ZIP: 15222

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Association

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William C. Hwang, Esq.

Internal Address: Goodwin Procter LLP

Street Address: 7 Becker Farm Road

City: Roseland State: NJ ZIP: 07068

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-0923

OFFICE OF THE CLERK OF THE SUPREME COURT  
RECORDED  
OCT 31 AM 8:52  
FINANCE SECTION

11/06/2002 DBYRNE 00000234 060923 76217268

DO NOT USE THIS SPACE

01 FC:0521 40.00 CH  
02 FC:0522 100.00 CH

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.

Patrice A. King (Reg. No. 44,833)

Name of Person Signing

Signature

October 31, 2002

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

SCHEDULE A

Trademark	PHARMACEUTICALVIGILANCE	76/217,268	Intent-to-Use application; will be published for opposition on 9/18/01
Trademark	SENTRX PHARMACEUTICALVIGILANCE (Stylized)	76/217,265	Intent-to-Use application; will be published for opposition on 9/18/01
Trademark	SENTRX	76/217,269 [Reg. No. 2,626,407]	Originally Intent-to-Use application; Registered 9/24/02
Trademark	SAFETYTRAK	2,184,470	Registered
Trademark	GSS SAFETYTRAK	2,191,195	Registered
Patent	SPONTANEOUS ADVERSE EVENTS REPORTING	09/855,434	Filed 5/15/2001

TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN  
TRADEMARKS, PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS, PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY (the "Release") is made and entered into as of this 23 day of October, 2002 (the "Release Date") by and among PNC Bank, National Association (the "Bank") and Global Safety Surveillance, Inc. (d/b/a Sentrx), a Delaware corporation (the "Borrower").

RECITALS

Pursuant to a certain Loan Agreement dated as of November 2, 2001 (as amended, restated or otherwise modified from time to time, the "Loan Agreement"); Bank has established credit facilities in favor of the Borrower consisting of a \$750,000 Revolving Credit Loan facility and a \$250,000 Equipment Loan facility;

As a condition to the performance of Bank's obligations under the Loan Agreement, Borrower executed each of the following documents, which documents grant to, or otherwise evidence a security interest in favor of, Bank in all of Borrower's Collateral (as defined in the Security Agreement described below), including all Borrower's intellectual property, to secure all of the Borrower's Obligations (as defined in the Security Agreement) to Bank:

(i) that certain Security Agreement, dated as of November 2, 2001, by and between Borrower and Bank (as amended, restated or otherwise modified from time to time, the "Security Agreement");

(ii) that certain Rider to Security Agreement – Patents, dated as of November 2, 2001, by and between Borrower and Bank (as amended, restated or otherwise modified, the "Patent Rider");

(iii) that certain Rider to Security Agreement – Trademarks, dated as of November 2, 2001, by and between Borrower and Bank (as amended, restated or otherwise modified, the "Trademark Rider", and collectively with the Patent Rider, the Intellectual Property Riders");

(iv) that certain Patent Assignment of the Patent described in Schedule A attached hereto, executed by Borrower on November 5, 2001 (the "Patent Assignment");

(v) that certain Trademark Assignment of the Trademarks described in Schedule A attached hereto, executed by Borrower on November 5, 2001 (the "Trademark Assignment", and collectively, with the Patent Assignment, the "Intellectual Property Assignments");

The Loan Agreement, the Security Agreement, the Intellectual Property Riders, the Intellectual Property Assignments and any and all documents executed in connection therewith shall be collectively referred to herein as the "Loan Documents".

Bank will, pursuant to this Release, evidence its termination, release and discharge of any and all security interests granted or otherwise existing in its favor in and to any and all Collateral, including without limitation any and all intellectual property, of Borrower.

## RELEASE

NOW, THEREFORE, in reliance on the above recitals and for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrower hereby agree as follows:

1. Release of Security Interests. Effective as of the Release Date, Bank hereby irrevocably and forever terminates, releases and discharges any and all security interests in and to, any pledge and/or assignment of, or any lien upon, any and all Collateral of Borrower, including without limitation any and all intellectual property of the Borrower, granted in favor of Bank under any of the Loan Documents or otherwise, including, without limitation, (a)(i) all of Borrower's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto, and any and all other existing and/or future patents (hereinafter referred to collectively as the "Patents"); (ii) the application for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto, and any United States Letters Patent which may be issued upon any of said applications, and any and all other existing and/or future patent applications (hereinafter referred to collectively as the "Applications"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "Reissued Patents"); (iv) all present and/or future royalties or other fees paid or payable or proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and royalties, fees and proceeds being herein referred to collectively as the "Patent Rights"); and (v) all rights, interest, claims and demands that the Borrower has or may have in existing and/or future profits from, and damages for past, present and future infringements of, the Patent Rights (such rights, interests, claims and demands being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral"); and (b)(i) all of Borrower's present and future right, title and interest in and to the trademarks set forth on Schedule A hereto and any and all other existing and/or future trademarks, together with all existing and hereafter acquired goodwill of the Borrower associated with and represented by any such trademarks and the registrations thereof; (ii) the right (but not the obligation) to sue for past, present and future infringements; and (iii) the proceeds of any of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

2. Worldwide Scope of Release. By this Release, Bank intends to and hereby does terminate, release and discharge any and all rights, title and interest, in any jurisdiction anywhere in the world, of Bank in and to any and all Collateral, including without limitation any and all intellectual property, of the Borrower under any of the Loan Documents or otherwise.

3. Recordation of Release. The Bank understands and agrees that this Release may be recorded by or for Borrower with the U.S. Patent and Trademark Office and with any other agency, office or authority in any jurisdiction.

4. Further Actions. Bank further agrees, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Borrower may reasonably require to effect the intent and purpose of this Release.

IN WITNESS WHEREOF the parties have executed this Termination, Release and Discharge as of the date set forth above.

PNC BANK, NATIONAL ASSOCIATION

By: *Glen E. S. Siniawski*

Print Name: Glen E. S. Siniawski

Title Assistant Vice President

STATE OF Pennsylvania

COUNTY OF Allegheny

ON this 23<sup>rd</sup> day of October, 2002, before me personally appeared <sup>GLEN</sup> SINIAWSKI, to me known who, being by me duly sworn, did depose and say that she/he is AVP of PNC BANK, NATIONAL ASSOCIATION described herein and which executed the foregoing instrument and that she/he signed her/his name thereto pursuant to the authority granted by PNC BANK, NATIONAL ASSOCIATION.

*Arlene B. Selepec*

Notarial Seal  
Arlene B. Selepec, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Oct. 23, 2004

Member, Pennsylvania Association of Notaries