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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):

Antares Capital Corporation, as Collateral Agent

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

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

2. Name and address of receiving party(ies)

Name: Hanel, Inc.

Internal

Address:

Street Address: 10 Centre Drive

City: Orchard Park State: NY Zip: 14127

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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 Release and Reassignment

Execution Date: 02/14/2003

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

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,205,100

Additional number(s) attached Yes No

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

RETURN TO: FEDERAL RESEARCH CORP 1030 15th STREET NW SUITE 920 WASHINGTON DC 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope Johnson Name of Person Signing

Penelope Johnson Signature

02/18/2003 Date

Total number of pages including cover sheet, attachments, and document: 6

03/11/2003 TB1A21 00000059 2205100 01 FC:8521 40.00 DP

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

TRADEMARK REEL: 002686 FRAME: 0853

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 14, 2003, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Collateral Agent ("Collateral Agent").

### WITNESSETH:

WHEREAS, Collateral Agent and Hanel, Inc., a California corporation ("Plexus"), were parties to that certain Subsidiary Trademark Security Agreement dated as of June 29, 2001 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Plexus granted a security interest to Collateral Agent in, and a collateral assignment to Collateral Agent of, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Plexus to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of December 29, 1999 by and among Gaymar Holdings, Inc., Gaymar Industries, Inc., Medisearch PR, Inc., Waterloo Bedding Company, Limited, such Lenders, and Collateral Agent, as successor agent to Banc of America Commercial Finance Corporation, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on July 7, 2001, at Reel 002339, Frame 0704; and

WHEREAS, Plexus has requested that Collateral Agent release its security interest in the Trademarks and reassign the same to Plexus;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest in all of Plexus' right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Plexus against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Collateral Agent hereby reassigns, grants and conveys to Plexus, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademarks, and the goodwill of Plexus' business connected with the use of and symbolized by the Trademarks.

*- Remainder of Page Intentionally Left Blank –  
[Signature Page Follows]*

IN WITNESS WHEREOF, Collateral Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Collateral Agent

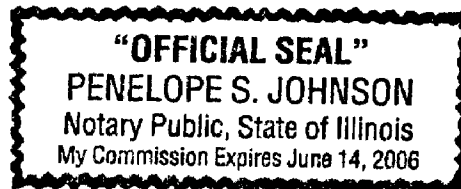
By: *Daniel Barry*  
Name: DANIEL BARRY  
Title: DIRECTOR

ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

On this 14<sup>th</sup> day of February 2003 before me personally appeared DANIEL BARRY, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of ANTARES CAPITAL CORPORATION, a Delaware corporation.

*Penelope S. Johnson*  
Notary Public  
My Commission Expires:



Trademark Release and Reassignment- Plexus

**TRADEMARK**  
**REEL: 002686 FRAME: 0856**

**EXHIBIT A to Trademark Release and Reassignment**

attached

Trademark Release and Reassignment- Plexus

**TRADEMARK**  
**REEL: 002686 FRAME: 0857**

Attachment 1

Item A. Trademarks.

MARK	OFFICE	REGISTRATION DATE	REGISTRATION NO.
PLEXUS	USPTO	11/24/98	2,205,100

Item B. Trademark Licenses.

License to use Vacuum Wound Care Technology pursuant to that certain License Agreement dated on or about June 29, 2001 between Hanel, Inc. and Plexus Wound Care, Inc.