

3-10-03

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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03-10-2003



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

102385146

To the Honorable Commissioner of F. [unclear] 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: Medisearch PR, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: P.O. Box 2460  
City: Guayama State: PR Zip: 00785-2460

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Commonwealth of Puerto Rico  
 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) 76/048,756  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) See attached.  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name \_\_\_\_\_  
 Internal: Federal Research Company, LLC n  
1030 15th Street, NW, Suite 920  
 Suit: Washington, DC 20005

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

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: 7

03/11/2003 TBIAZI 00000053 76048756  
 01 FC:8521 40.00 OP  
 02 FC:8522 250.00 OP

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: 0868

4(B). Trademark Registration Nos.

1,767,994  
1,846,175  
1,449,483  
1,439,862  
1,439,861  
1,426,452  
1,392,249  
1,290,865  
1,279,708  
1,131,699

## 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 Medisearch PR, Inc., a Puerto Rico corporation ("Medisearch"), were parties to that certain Amended and Restated Trademark Security Agreement dated as of January 18, 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 Medisearch 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 Medisearch 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, 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 March 20, 2001, at Reel 2259, Frame 0846; and

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

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 Medisearch's 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 Medisearch 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 Medisearch, 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 Medisearch's 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

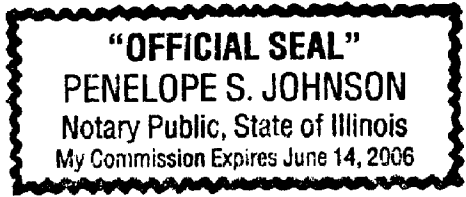
By: *Daniel Barry*  
Name: DANIEL BARRY  
Title: DIRECTOR

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:



**EXHIBIT A to Trademark Release and Reassignment**

attached

Trademark Release and Reassignment- Medisearch

**TRADEMARK**  
**REEL: 002686 FRAME: 0873**

**MEDISEARCH PR, INC.**

**Registered Trademarks**

<b>Mark</b>	<b>Registration No.</b>
THERMACARE	1,767,994
HEELCARE	1,846,175
PILLOPAD	1,449,483
MUL-T-PAD	1,439,862
T-PAD	1,439,861
SOF-CARE PLUS	1,426,452
CLINI-CARE	1,392,249
SOF-CARE	1,290,865
MUL-T-BLANKET	1,279,708
CLIK-TITE	1,131,699

**Trademark Applications**

DUO-THERM      76/048,756