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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

CapitalSource Finance LLC

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☑ Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Home Diagnostics, Inc.

Internal Address:

Street Address: 2400 NW 55th Court

City: Fort Lauderdale State: Florida Zip: 33309

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ 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 ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☑ Other Release and termination of Security Agreement pursuant to payoff letter attached as Exhibit "A"

Execution Date: October 31, 2003

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

A. Trademark Application No.(s)

See Exhibit "B" attached hereto.

B. Trademark Registration No.(s)

See Exhibit "B" attached hereto.

Additional number(s) attached ☑ Yes ☐ No

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

Name: Thomas P. Angelo, Esq.

Internal Address: Angelo, Barry & Banta, P.A.

Street Address: 515 East Las Olas Boulevard

Suite 850

City: Fort Lauderdale State: Florida Zip: 33301

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....$ 265.00

- ☑ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

OP $265.00 76186497

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.

Angelo, Barry & Banta, P.A.

Thomas P. Angelo, CEO
Name of Person Signing

Signature

November 3, 2003
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

700051037

EXHIBIT "B"

TRADEMARKS

	Trademark Name	Serial Number	Registration Number	Registration Date/Status
1.	DIALET	73-644,460	1,457,313	September 15, 1987
2.	LITE TOUCH	76-091,569	2,712,508	May 6, 2003
3.	PRESTIGE IQ	76-150-528	2,626,223	September 24, 2002
4.	PRESTIGE LITE TOUCH	76-092,196	2,539,666	February 19, 2002
5.	PRESTIGE LX	76-186,497	N/A	Published for Opposition August 5, 2003
6.	PRESTIGE SMART SYSTEM	76-091,568	N/A	Approval for Publication dated August 1, 2003
7.	TRUETRACK SMART SYSTEM	78-129,489	N/A	Response after Non-Final Action entered May 20, 2003
8.	PRESTIGE SMART SYSTEM	76-092,197	N/A	Approval for Publication dated April 8, 2002
9.	ZIP-CHIP	78-122,352	N/A	Non-Final Action Mailed August 13, 2002
10.	ZIP-STRIP	78-122,349	N/A	Non-Final Action Mailed August 13, 2002

Exhibit "A"

CapitalSource

4445 Willard Avenue
Twelfth floor
Chevy Chase, MD 20815
phone: 301 841 2700
fax: 301 841 2900
www.capitalsource.com

October 31, 2003

Home Diagnostics, Inc.
2400 N.W. 55th Ct.
Ft. Lauderdale, Florida 33309
Attention: Beth K. Schwartz
Fax: 954-332-2133

RE: Revolving Credit, Term Loan and Security Agreement dated September 3, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Home Diagnostics, Inc. (the "Borrower"), and CapitalSource Finance LLC, (the "Lender")

Ladies and Gentlemen:

Borrower and Lender are parties to that certain Credit Agreement described above. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement.

[redacted]

(i) [redacted]	[redacted]

(ii) [redacted]	[redacted]
(iii) [redacted]	[redacted]
(iv) [redacted]	[redacted]
(v) [redacted]	[redacted]
(vi) [redacted]	[redacted]
(vii) [redacted]	[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

2. Releases.

(a) Lender hereby agrees that, upon (i) receipt by Lender on this date of the Pay-Off Amount in immediately available funds in accordance with Section 1, confirmed in writing by Lender (which confirmation Lender hereby agrees to provide to Borrower by facsimile on the date of the receipt of the Pay-Off Amount) (the "Pay-Off Date"), (ii) receipt by Lender of an original (or facsimile) of this letter executed by each of the parties hereto and (iii) receipt by Lender of a copy of the final, but unexecuted, pages of the loan agreement and promissory note(s) evidencing the pricing terms of the indebtedness of Borrower to Wachovia Bank, National Association, then (t) Borrower will not be indebted to the Lender for any reason under the Loan Documents (other than with respect to the Continuing Obligations described in Section 2(h) below) and Lender's commitment to extend further credit to Borrower under the Loan Documents will terminate, (u) the Credit Agreement and all of Lender's security interests in, security titles to and other liens on the real and personal property of Borrower granted thereunder will be automatically terminated and released (except that the Continuing Obligations shall survive such termination), (v) all guarantors of the Obligations (other than with respect to the Continuing Obligations) will be automatically released from their obligations to Lender, (w) on the Pay-Off Date Lender will send to Borrower signed copies via facsimile (with originals to follow via overnight mail) of the two letters attached hereto as Exhibit A, (x) Lender will send to Borrower each of the Notes marked "PAID" within 10 days of the Pay-Off Date, (y) Lender will promptly execute any and all Uniform Commercial Code financing statement terminations, mortgage releases and other such lien release documents as Borrower or Wachovia Bank, National Association ("New Lender") may reasonably request in order to evidence or otherwise give public notice of such collateral terminations and releases, and (z) Borrower and New Lender are hereby authorized to file the financing statement terminations, mortgage releases and other lien release documents, in connection with the collateral terminations and releases mentioned above, in Lender's name, with or without the signature of Lender, provided, however, that any and all such termination statements, mortgage releases and other such documents shall be prepared and recorded at the Borrower's expense.

[redacted]

(iii) [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5. [redacted]

[redacted]

[redacted]

7. [redacted]

8. [redacted]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Lender hereby requests that Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender.

Very truly yours,

CapitalSource Finance LLC

By: _____
Name: Dean Graham
Title: Managing Director

Each of the undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter.

BORROWER:

HOME DIAGNOSTICS, INC.

By: _____
Name: _____
Title: _____

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Lender hereby requests that Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender.

Very truly yours,

CapitalSource Finance LLC

By:_____
Name:_____
Title:_____

Each of the undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter.

BORROWER:

HOME DIAGNOSTICS, INC.

By: [signature] as CFO
Name: BETH K SCHWARTZ
Title: CHIEF FINANCIAL OFFICER

LRC.AL-#10175-v9-Payoff_Letter_(FHD)