Form PTO-1594 (Rev. 16 02) RE 08 - 12 -	- 2003 EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027- (exp. 6/30/2005)	28 (4818 1785) BURC (8)( 598) 7	
Tab settings → → → 102522258 — — — — — — — — — — — — — — — — — — —		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):	
BT Commercial Corporation	Name: Imagyn Medical Technologies California, Inc.	
☐ Individual(s) ☐ Association		
☐ General Partnership ☐ Limited Partnership	Internal Address:	
☑ Corporation-State ( <b>DE</b> )	Street Address: 1 Park Plaza, Suite 1100	
Other	City: Irvine State: CA ZIP: 92614	
Additional name(s) of conveying party(ies) attached?  Yes No		
3. Nature of conveyance:	☐ Individual(s) citizenship	
☐ Assignment ☐ Merger	General Partnership	
☐ Security Agreement ☐ Change of Name	☐ Limited Partnership	
☑ Other Release of Security Interest	☑ Corporation-State <u>California</u>	
	Other  If assignee is not domiciled in the United States, a domestic	
	representative designation is attached:  (Designation must be a separate document from Assignment)	
Execution Date: November 15, 2000	Additional name(s) & address(es) attached?	
4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,074,896	
Additional number(s) attached?  Yes  No		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Robyn Rahbar, Esq.	7. Total fee (37 CFR 3.41):	
Internal Address: Simpson Thacher & Bartlett LLP	☐ Enclosed	
	Authorized to be charged to deposit account credit card	
Street Address: 425 Lexington Avenue	8. Deposit account number:	
City: New York State: NY ZIP: 10017	(Attach duplicate copy of this page if paying by deposit account)	
7/12/2003 DBYRNE 00000197 2074896		
DO NOT USE THIS SPACE  FC: 4521 40.00 OP		
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.		
Palan Balhan Fan	Van 8111/03	
Robyn Rahbar, Esq. Name of Person Signing	Signature Date	
Total number of pages including cover sheet, attachments, and document:		

## RELEASE OF SECURITY INTEREST (Trademarks)

THIS LIMITED RELEASE OF SECURITY INTEREST (Trademarks) is made as of this \_\_\_\_\_ day of November, 2000, by BT Commercial Corporation, as agent ("Secured Party"), 233 South Wacker Drive, Chicago, Illinois 60606 in favor of Imagyn Medical Technologies California, Inc. ("Debtor").

WHEREAS, pursuant to the Trademark and License Security Agreement (Borrower), dated December 30, 1997, the Supplemental Trademark and License Security Agreement (Borrower), dated August 24, 1998, and the Trademark and License Security Agreement (Borrower), dated October 29, 1999, Debtor granted and conveyed to Secured Party, as agent, a lien and security interest in and to all trademark rights owned by the Debtor (referred to herein as "Encumbered Trademarks");

WHEREAS, for good and valuable consideration Secured Party has agreed to release its security interest and lien in certain trademarks of the Encumbered Trademarks without releasing the security interest and lien held by Secured Party in other trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby waives, releases, relinquishes and abandons any and all liens or security interests, and any and all claims of liens or security interests, of any kind or nature, in and to the trademarks identified on Exhibit A attached hereto and made a part hereof and all foreign counterparts of such trademarks (hereinafter the "Released Trademarks"). The foregoing release includes, without limitation, a release of only the liens and security interests arising with respect to the Released Trademarks by virtue of the Trademark and License Security Agreement recorded, on or about January 17, 1998, at reel 1676, frame 0826, the Supplemental Trademark and License Security Agreement recorded, on or about September 24, 1998and the Trademark and Licensing Security Agreement recorded, on or about December 6, 1999, in the United States Patent and Trademark Office.

Secured Party expressly retains its security interest and lien in all Encumbered Trademarks not specifically released hereunder, and the security interest and lien held by Secured Party shall continue in full force and effect with respect to all Encumbered Trademarks not specifically released hereunder. Secured Party agrees to execute such other documents and assurances as may be reasonably necessary to carry out the intent of this Release of Security Interest.

This Release of Security Interest shall be binding upon Secured Party and its successors and assigns.

IN WITNESS WHEREOF, Secured Party has executed this Release of Security Interest as of the date first written above.

By Carre D. Hillock

Name: WAYNE D. Hillock

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TRADEMARK REEL: 002798 FRAME: 0917

## **ACKNOWLEDGEMENT**

STATE OF ILLINOIS	
COUNTY OF Cook	) ss )
undersigned NOTARY PUBLIC of	on this 15 <sup>Th</sup> day of November, 1998, before me, the fthe jurisdiction aforesaid, personally appeared
DIRECTOR, OF	, and acknowledged himself to be the BT Commercial Corporation and that he as such officer
	cuted the foregoing instrument for the purposes therein
	T Commercial Corporation, by himself as
WAYNE D. HILLOCK.	
IN WITNESS MY Hand an	d Notorial Seal.
OFFICIAL SEAL }	
MIDNA M RODRIGUEZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:06/02/01	Midna M. Robigia (SEAL)  Notary Public
My Commission Expires:	
06/02/01	

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TRADEMARK REEL: 002798 FRAME: 0918

## **EXHIBIT A to Release of Security Interest (Trademarks)**

United States Trademark owned by: Imagyn Medical Technologies California, Inc.

Mark UNISERT Registration No. 2,074,896

Ref. 609

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**RECORDED: 08/12/2003** 

TRADEMARK REEL: 002798 FRAME: 0919