

RECC

08-12-2003

T

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

8-12-03



102522260

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):

**BT Commercial Corporation**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: July 5, 2001

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

Name: Imagyn Medical Technologies California, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1 Park Plaza, Suite 1100

City: Irvine State: CA ZIP: 92614

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,000,632

Additional number(s) attached?  Yes  No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

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~~ credit card

8. Deposit account number:

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

08/12/2003 DBYRNE 00000199 2000632

DO NOT USE THIS SPACE

50:8521 40.00 DP

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.

Robyn Rahbar, Esq.  
Name of Person Signing

Robyn Rahbar  
Signature

8/11/03  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK  
REEL: 002798 FRAME: 0942

# RELEASE OF SECURITY INTEREST

## (Trademarks)

THIS LIMITED RELEASE OF SECURITY INTEREST (Trademarks) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by BT Commercial Corporation as agent for the Lenders and as collateral agent for Credit Suisse First Boston Management Corporation ("Secured Party"), 233 South Wacker Drive, Chicago, Illinois 60606 in favor of Imagyn Medical Technologies, Inc., ("Guarantor"), Imagyn Medical, Inc., Imagyn Medical Technologies California, Inc., Microsurge, Inc., and Dacomed Corporation (each "Borrower"), collectively "Borrowers" (collectively the "Debtor").

WHEREAS, pursuant to the Trademark and License Security Agreements (Borrower), dated December 30, 1997, the Supplemental Trademark and License Security Agreements (Borrower), dated August 24, 1998, the Trademark and License Security Agreements (Borrower), dated October 29, 1999, for each Borrower, the Trademark and License Security Agreement (Guarantor), dated December 30, 1997, the Supplemental Trademark and License Security Agreement (Guarantor), dated August 24, 1998, the Trademark and License Security Agreement (Guarantor), dated October 29, 1999, all by BT Corporation as agent for the Lenders, and the Trademark and License Security Agreement (Borrowers), dated October 29, 1999, and the Trademark and License Security Agreement (Guarantor), dated October 29, 1999, by BT Commercial Corporation as collateral agent for Credit Suisse First Boston, Debtor granted and conveyed to Secured Party, 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 Agreements recorded, on or about January 17, 1998, the Supplemental Patent and License Security Agreements recorded, on or about September 24, 1998, the Trademark and License Security Agreements recorded, on or about December 6, 1999, and the Trademark and License Security Agreements recorded, on or about December 7, 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.

BT COMMERCIAL CORPORATION

By: [Signature]

Name: William E Howe

Title: VP

ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss

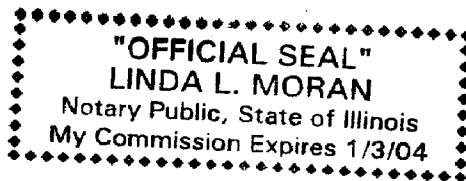
I HEREBY CERTIFY that on this 5th day of July, 2001, before me, the undersigned NOTARY PUBLIC of the jurisdiction aforesaid, personally appeared William E. Howe, and acknowledged himself to be the VP of BT Commercial Corporation and that he as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of BT Commercial Corporation, by himself as VP.

IN WITNESS MY Hand and Notarial Seal.

Linda L. Moran (SEAL)  
Notary Public

My Commission Expires:

1/3/04



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

**United States Unregistered Trademarks owned by: Imagyn Medical Technologies, Inc.**

Mark  
DETACHAPORT  
PERMACLIP  
TIP TRACKER  
UCS  
UCSII  
ARTICULATOR  
ARTICULATOR 35  
EXHALE  
ACCESS 2  
ACCESS 3  
ACCESS 2.8  
REFLEX ONE  
REFLEX TL  
SMARTSHIELD  
TISSUE-LOCK  
RICHARD ALLAN  
PIVOTAL

**United States Registered Trademarks owned by: Imagyn Medical, Inc.**

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
MICROLAP	1,997,090	750
MICROSPAN	2,213,254	753

**United States Registered Trademarks owned by: Imagyn Medical Technologies California, Inc.**

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
REFLEX	2,000,632	610

**United States Registered Trademarks owned by: Microsurge, Inc.**

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
MICROSURGE	1,819,436	838
DETACHATIP	1,828,839	836
DIRECTOR	1,867,566	837
BIPOLIGATOR	2,102,740	630
UNIFORCE	1,944,739	834

**United States Registered Trademarks owned by: Dacomed Corporation**

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
PORT SAVER	1,820,536	67
EXAMINE	1,857,228	17
EXPOSE	1,873,719	16
EXTRACT	1,878,220	31
EXCEL	1,960,642	23
EXCEL DR	2,011,191	106