



12.9.03

Tab settings

To the Honorable Commissioner of Patents 102617800

Attached original documents or copy thereof.

1. Name of conveying party(ies):
FLEET NATIONAL BANK

12.9.03

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other a national banking association

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

Execution Date: December 4, 2003

2. Name and address of receiving party(ies)

Name: LABORATORY TOPS ACQUISITION CO.

Internal Address: _____

Street Address: 206 ALLISON DRIVE

City: TAYLOR State: TX 76574

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

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration

- SEE THE ATTACHED -

Additional numbers attached? YES

75291511

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

Name: Rebecca L. Ramstrom

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 15

7. Total fee (37 CFR) \$ 390.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

12/10/2003 JJA/LAM 00000010 75291511

DO NOT USE THIS SPACE

01 FC:6521 40.00 OP
02 FC:6522 350.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

12/05/03

Total number of pages including cover sheet, attachments, and

7

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

Schedule 1

TRADEMARK REGISTRATIONS

United States Trademark Registrations

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
LABTOPS	75291511	5/13/97
DROPIN	75291512	5/13/97
CLASSICTOP	75291514	5/13/97
LABCORRAL	75291516	5/13/97
SOLTRA	75490993	3/26/98
LABORATORY TOPS (image)	75570685	10/14/98
LABORATORY TOPS	75570294	10/14/98
ADA DROPIN	75291515	5/13/97
LABTOPS (image)	75570492	10/14/98
LT	74466995	12/7/93
LT (design)	74466576	12/7/93
LABORATORY TOPS, INC.	74342405	12/22/92
LT (image)	74320300	10/5/92
LabTops	2123641 (reg. no.)	2/13/97
CONTOURATOP	75291513	5/13/97

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 4, 2003, by **FLEET NATIONAL BANK**, a national bank association, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Laboratory Tops Acquisition Co., a Delaware corporation ("**Borrower**"), were parties to that certain Trademark Security Agreement dated as of February 11, 2000 (the "**Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement), pursuant to which the Borrower granted a security interest to Agent in, among other things, the Trademarks (as defined in the Agreement) as security for certain obligations owing by Borrower to the financial institutions (collectively, the "**Lenders**") from time to time party to that certain Loan and Security Agreement dated as of February 11, 2000, by and among Borrower, Agent, and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Schedule 1 annexed hereto; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on **March 6, 2000, at Reel 2043, Frame 0473**; and

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

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

1. Definitions:

1.1. the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Security Agreement referred to below:

"Associate Goodwill" shall mean all goodwill of the Borrower or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other

involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

“Related Assets” shall mean all assets, rights and interests of the Borrower which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, inventions, copyrights, trade secrets, confidential information, formulae, algorithms, methods, processes, compounds, know-how, operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials relating to the manufacture, production, delivery, provision, licensing, and sale of services under or in association with any of the Trademarks, and all books and records describing or used in connection with any or all of the foregoing.

“Trademarks” shall mean all of the trademarks, service marks, designs, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedule I attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower’s business, or with the Borrower’s products and services, or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower’s business or with the Borrower’s products and services, or in which the Borrower in the future acquires any right, title or interest.

“Trademark Collateral” shall mean all of the Borrower’s right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, the Related Assets, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

“Trademark Registrations” shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

“Trademark Rights” shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to

the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Secured Party for any and all past, present, and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

“Use” of any Trademark shall include all uses of such Trademark by, for, and in connection with the Borrower or its business or for the direct or indirect benefit of Borrower’s business, including but not limited to all such uses by the Borrower itself, by any employees of the Borrower, or by any licensee or contractor of the Borrower.

2. Agent hereby releases its security interest in all of Borrower’s right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application together with any reissues, extensions or renewals thereof, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in Schedule 1

(b) all Trademark Collateral of the foregoing

2. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks and the other Trademark Collateral.

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

IN WITNESS WHEREOF, 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.

FLEET NATIONAL BANK,
a national banking association, as Agent

By: 
Its: Stephen M. Curran
Director

Trademark Release and Reassignment

TRADEMARK
REEL: 002874 FRAME: 0985

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