12/19/03

F PTO 1504	-29-2003 ILS DEPARTMENT OF COMMERCE
	U.S. DEPARTMENT OF COMMERC U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Tragema	12633663 Irks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):  Manufacturers and Traders Trust Company  Individual(s)  General Partnership  Corporation-State  Other  New York  Additional name(s) of conveying party(ies) attached?	2. Name and address of receiving party(ies)  Name: STS Biopolymers, Inc.  Internal Address: 336 Summit Point  Street Address:  City: Henrietta State: NY Zip: 14467;  Individual(s) citizenship
3. Nature of conveyance:  Assignment  Security Agreement  Other Termination of Security Interest  Execution Date: December 3, 2003	General Partnership  Limited Partnership  Corporation-State New York  The option of the United Stated, a domestic representative designation is attached: Yes No
Application number(s) or registration number(s):     A. Trademark Application No.(s)      Additional number(s)      Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and
Name: Neal L. Slifkin	registrations involved:
Internal Address: HARRIS BEACH LLP  99 Garnsey Road	7. Total fee (37 CFR 3.41)\$ 140.00  Enclosed  Authorized to be charged to deposit account
Pittsford NY 14534  Street Address: 99 Garnsey Road	8. Deposit account number:  08-0865
City: Pittsford State: NY Zip: 14534	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature.  To the best of my knowledge and belief, the foregoing in copy of the original document.  Neal L. Slifkin  Name of Person Signing	INSE THIS SPACE  Information is true and correct and any attached copy is a true  INSERT THIS SPACE  INSERT
40.00 Mail Stop Assignment Recordation Services 100.00 0P Director of the U.S. Patent and Trademark Office	

Mall Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

# **Trademark Registrations**

MARK	US REGISTRATION NO.
CI ID CO I II	
SLIP-COAT	2,172,305
ECHO-COAT	2,366,764
MEDI-COAT	2,518,640
MEDI-COAT	2,517,666
BOND-COAT	2,480,990
GLIDE-COAT	76/001.827

# TERMINATION OF PATENT, TRADEMARK AND LICENSE ASSIGNMENT

WHEREAS, STS Biopolymers, Inc., a New York corporation ("STS") having an address of 336 Summit Point Drive, Henrietta, New York 14467, is the owner of the patents and patent applications including the inventions described and claimed therein listed on Schedule A hereto (the "Patents") and is the owner of the trademarks, trademark applications, and registrations listed on Schedule B and the goodwill of the business associated therewith (the "Trademarks"); and

WHEREAS, pursuant to a certain Contingent Patent, Trademark and License Assignment (the "Patent and Trademark Assignment") dated January 12, 2001 among STS, Manufacturers and Traders Trust Company, a New York banking corporation with offices located at One M & T Plaza, Buffalo, New York 14203 (the "Bank") and Cephas Capital Partners, L.P., a New York limited partnership, STS granted to the Bank a security interest in and to the Patents and the Trademarks; and

WHEREAS, the parties now desire to terminate the Bank's security interest in the Patents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and other good and valuable consideration and intending to be legally bound hereby, the Bank hereby agrees as follows:

- 1. Effective as of the date hereof, the Patent and Trademark Assignment is hereby terminated, and of no further force or effect.
- 2. The Bank hereby releases its security interest and conveys back to STS all of the Bank's interest in and to the Patents and the Trademarks and the goodwill associated therewith.
- 3. The Bank agrees to execute such statements or other documents, as may from time to time be determined to be reasonably necessary, to evidence the release of any and all liens or interests of record in the Patents and the Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Termination of Patent, Trademark and License Assignment as of this 3<sup>rd</sup> day of December 2003.

MANUFACTURERS AND TRADERS TRUST COMPANY

By:

Name:

Title:

# **SCHEDULE A** (Patents)

#### **SLIP-COAT**

5,001,009 Issued: March 19, 1991

Lubricious Hydrophilic Composite Coated on Substrates

5,331,027 Issued: July 19, 1994

Lubricious Hydrophilic Coating, Resistant to Wet Abrasion

5,800,412 Issued: September 1, 1998

Hydrophilic Coatings With Hydrating Agents

#### **MEDI-COAT**

5,069,899 Issued: December 3, 1991

Anti-Thrombogenic~ Anti-Microbial Compositions Containing Heparin

5,525,348 Issued: July11, 1996

Coating Compositions Comprising Pharmaceutical Agents

### BOND~COAT<sup>TM</sup>

5,997,517 Issued: December 7, 1999

Bonding layers For Medical Device Surface Coatings

#### **ECHO-COAT®**

6,106,473 Issued: August 22, 2000

**Echogenic Coatings** 

## GLIDE~COAT<sup>TM</sup>

6,110,483 Issued: August 29, 2000

Adherent Flexible Hydrogel and Medicated Coatings

## SCHEDULE B

(Trademarks)

The trademarks for SLIP-COAT® and ECHO-COAT® are registered with the U.S. Patent and Trademark Office. Applications for registration have been submitted for MEDI-COAT<sup>TM</sup>, BOND-COAT<sup>TM</sup> and GLIDE-COAT<sup>TM</sup>. In addition to these trade names, the company has applied for registration for several trademarks which cover other coatings currently under development.

RECORDED: 12/19/2003