

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
**THE GOVERNOR AND COMPANY
OF THE BANK OF SCOTLAND**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State by act of parliament in Scotland
 Other _____

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

2. Name and address of receiving party(ies)
Name: Futura Medical Corporation
Internal Address: _____
Street Address: 7301 Ohms Lane
City: Edina State: MN Zip: 55439

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 OF SECURITY INTEREST

Execution Date: 07/12/2004

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,298,281
1,275,870; 1,293,847; 1,281,525; 1,293,846

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steve Lauff
Internal Address: Andrews Kurth LLP
Suite 4200
Street Address: 600 Travis
City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500897, Matter No. 85747

DO NOT USE THIS SPACE

9. Signature.

Steve Lauff
Name of Person Signing


Signature

7/20/2004
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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$140.00 500897 1298281

RELEASE OF SECURITY INTEREST

WHEREAS, pursuant to that certain Security Agreement made by **FUTURA MEDICAL CORPORATION**, a Delaware corporation ("Grantor"), to **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**, incorporated by act of parliament in Scotland ("Lender"), and dated as of January 31, 2001 ("Security Agreement"), Grantor has granted and assigned to Lender a continuing security interest in and to all right, title and interest of the Grantor ("Security Interest") in various properties (such properties referred to collectively as the "Collateral");

WHEREAS, the Collateral includes, among other properties, those certain trademarks and the corresponding registrations thereof in the United States Patent and Trademark Office listed in Exhibit A hereto, and the good will associated therewith (such listed trademarks and associated registrations and goodwill collectively referred to as the "Released Marks");

WHEREAS, pursuant to certain agreements made by Grantor and its affiliates and assigns (such parties collectively referred to as the "Debtor Parties") and in reliance in part on the Security Interest in the Collateral, Lender has provided certain loan facilities;

WHEREAS, the Debtor Parties have represented to Lender that Grantor's use of the Released Marks has been discontinued pursuant to the sale to Pioneer Medical Inc. of the business associated with Released Marks;

WHEREAS, the Debtor Parties have represented to Lender that Pioneer Medical Inc. has requested that the Debtor Parties provide Lender's release of Lender's Security Interest in the Released Marks; and

WHEREAS, subject to each of the terms and conditions of this Release, Lender is willing to release its Security Interest in the Released Marks.

NOW, THEREFORE, Lender by these presents does hereby release, without any representation or warranty of any kind whatsoever, its Security Interest in the Released Marks, subject in all respects to the conditions precedent that (1) all representations to Lender or its agents or representatives, including but not limited to those set forth in the premises above, by the Debtor Parties and their agents and representatives relating to the Released Marks were true and correct in all material respects when made and are true and correct in all material respects on the date hereof; (2) such release applies only to the Released Marks and to no other Collateral or other property; (3) such release does not waive, release, discharge or modify any indebtedness or other liability, obligation or duty of the Debtor Parties; (4) such release does not constitute and shall not be deemed to constitute Lender's acquiescence in or agreement to any impairment or disposition by any of the Debtor Parties of any right, title or interest of any of the Debtor Parties in, to or under the Released Marks; (5) such release shall not constitute and shall not be deemed to constitute a waiver or release of any breach by any of the Debtor Parties of any term or condition of the Security Agreement or any other agreement or undertaking with Lender; (6) except for Lender's rights solely with respect to the Released Marks arising solely from Lender's status as a secured party pursuant to the Security Interest, such release shall not constitute and shall not be deemed to constitute a waiver, release, discharge or modification of any of Lender's

rights or remedies under the Security Agreement or any other agreement or undertaking with any of the Debtor Parties, or any rights or remedies available to Lender under any applicable law; (7) such release is without any liability of Lender to any of the Debtor Parties or any other party; and (8) none of the Debtor Parties or any other party shall have any recourse to Lender with respect to such release.

Executed this 12th day of July, 2004.

“Lender”

**THE GOVERNOR AND COMPANY
OF THE BANK OF SCOTLAND**

By: G. Simpson
Printed Name: GORDON SIMPSON.

for and on behalf of

**THE GOVERNOR AND COMPANY
OF THE BANK OF SCOTLAND**

EXHIBIT A

Released Marks

<u>Trademark</u>	<u>U.S. Trademark Registration Number</u>
B.A.S.K.	1,298,281
BIO SCOOP	1,275,870
ZORBITROL	1,293,847
ZORBILOPE	1,281,525
ZORBICIDE	1,293,846