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U.S. DEPARTMENT OF
Patent and Trademark

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Tab settings

To the Honorable Commissioner of

102667860

attached original documents or copy thereof.

1. Name of conveying party(ies):
UNION BANK OF CALIFORNIA, N.A.,
AS ADMINISTRATIVE AGENT FOR THE LENDERS

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

MEDTECH PRODUCTS INC.

Internal Address: 90 NORTH BROADWAY

Street Address :

City: IRVINGTON State: NY Zip: 10533

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

3. Nature of conveyance:

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

Execution Date: February 6, 2004

4. Application number(s) or trademark

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

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: _____

Internal Address: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations

18

7. Total fee (37 CFR 3.41)..... \$ 465.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

02/12/2004 LMUELLER 00000002 234107A

DO NOT USE THIS SPACE

1 40.00 DP
2 425.00 DP

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 of the original document.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

02/06/04

Date

4

Total number of pages including cover sheet, attachments, and

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

SCHEDULE 1.

TRADEMARKS

MEDTECH PRODUCTS INC.

Mark	Country	Reg. No.	Reg. Date	Serial No.	Note
DERMOPLAST	United States	2,341,078	11-Apr-2000	75/703,128	
SLEEP-EZE	United States	2,264,580	27-Jul-1999	75/460,214	
OUTGRO	United States	2,210,973	15-Dec-1998	75/382,518	
FREEZONE	United States	2,202,922	10-Nov-1998	75/373,211	
SLEEP-EZE 3 and Design	United States	1,322,927	05-Mar-1985	73/457,841	
OXIPOR VHC	United States	1,191,970	16-Mar-1982	73/248,526	
HEET and Design	United States	0,200,684	07-Jul-1925	71/210,938	
APF	United States	0,905,024	29-Dec-1970	72/314,975	
HEET	United States	0,926,713	11-Jan-1972	72/391,667	
OXIPOR VHC	United States	0,914,958	15-Jun-1971	72/367,519	
KERODEX	United States	0,510,745	07-Jun-1949	71/557,470	
MOMENTUM	United States	0,982,817	30-Apr-1974	72/467,084	
DERMOPLAST	United States	0,698,867	07-Jun-1960	72/070,206	
SLEEP-EZE and Design	United States	0,615,165	01-Nov-1955	71/677,818	
ZINCON	United States	0,952,865	06-Feb-1973	72/406,839	
COMPOUND W	United States	0,716,021	30-May-1961	72/104,800	
OUTGRO and Design	United States	0,275,149	16-Sep-1930	71/300,313	
FREEZONE	United States	0,114,732	02-Jan-1917	71/098,007	

RELEASE OF SECURITY INTEREST
IN TRADEMARKS

MEDTECH PRODUCTS INC., a Delaware corporation ("Grantor"), executed a Trademark Security Agreement dated as of March 1, 2001 in favor of Union Bank of California, N.A., as Administrative Agent ("Agent") for the Lenders ("Lenders") who are a party to that certain Revolving/Term Credit Agreement among The Cutex Company, Medtech Products Inc. PECOS Pharmaceutical, Inc., Agent and the Lenders, which Trademark Security Agreement was duly recorded on March 7, 2001, at Trademark Reel 002254, Frame 0611, in the United States Patent and Trademark Office, and pursuant to which the Grantor assigned and granted to Agent for the benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to certain trademarks and trademark applications, including those trademarks and/or trademark applications specifically listed on Schedule 1 attached hereto (the "Released Marks") and the goodwill associated therewith. For good and valuable consideration, receipt of which is hereby acknowledged, Agent hereby releases, retransfers and reassigns to Grantor, without representation or warranty of any kind, express or implied, all of Agent's and Lenders' right, title and interest in and to the Released Marks and the goodwill associated therewith.

IN WITNESS WHEREOF, Agent has executed this Release of Security Interest in Trademarks as of this 6th day of February, 2004.

UNION BANK OF CALIFORNIA, N.A., as
Administrative Agent for the Lenders

By: 

Name: _____

Title: _____

Richard B. Faulkner

VICE PRESIDENT